

ADDENDUM 1

Volume 14

W2003-00669-CCA-R3-PD

IN THE CRIMINAL COURT FOR MADISON COUNTY

TENNESSEE, AT JACKSON, DIVISION I

JON DOUGLAS HALL,

PETITIONER,

VS.

CASE NO. 96-589

STATE OF TENNESSEE,

RESPONDENT.

TRANSCRIPT OF POST CONVICTION RELIEF

HEARING ON SEPTEMBER 4, 2002

VOLUME TWO OF TWO VOLUMES

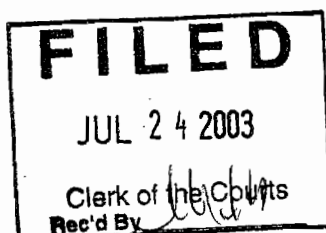
THE HONORABLE ROY MORGAN

PRESIDING JUDGE

JUDY LASTER, COURT REPORTER

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ORIGINAL

Vol. 14

1 could he ~~control himself~~, and I think
2 that's where the Intermittent Explosive
3 Disorder comes in and the inability to
4 stop himself from doing what he knows is
5 wrong.

6 Q. The statement in your report is,
7 "He stated he lost control and began
8 beating her with his fists numerous
9 times. Billie cried out, 'All right.
10 That's enough.' Hall replied, 'I'll
11 tell you when it's enough.' He
12 continued beating her severely. Billie
13 called to the girls for help, but they
14 could not get into the bedroom at first
15 because the defendant held the door shut
16 with his foot."

17 A. Yes.

18 Q. Now, why would he do that?

19 A. While he's beating her?

20 Q. Yes.

21 A. I think -- you know, I think
22 again he was beating her and he was --
23 at that point he -- he knew he was
24 beating her. He just couldn't stop

1 himself from beating her and I think
2 also it wasn't the type of thing that
3 required a great deal of planning. He
4 was there in the doorway. It wasn't a
5 long reach to put his -- to wedge his
6 foot there and to continue doing what he
7 was doing. I don't think that that was
8 a great exercise of reflection in
9 judgment.

10 Q. How long does it take to
11 premeditate murder under the laws of the
12 State of Tennessee?

13 A. I don't know that it's
14 specified, but I think again it does
15 specify that one must be in a state
16 where they are in the absence of passion
17 and excitement.

18 Q. He wasn't under so much passion
19 and excitement that he couldn't realize
20 that he needed to block this door, was
21 he?

22 A. Well, I think, again, it was --
23 you know, you have to think about how
24 sophisticated is the action. You know,

1 is it a plan to stick your foot out when
2 you're standing there virtually in the
3 doorway to hold the door shut? I don't
4 know that that's a plan. Was there some
5 acknowledgement that that would allow
6 him to continue doing it? Yes. I guess
7 so. But in terms of a plan, you know,
8 it's not like -- it's not like the guy -
9 - he's a mechanic. It's not like the
10 guy showed up with a screwdriver in his
11 pocket and used that weapon on her or
12 something of that nature or, you know,
13 found some other way to keep the door
14 shut. It was just sticking out his foot
15 real quickly.

16 Q. The fact remains, he blocked her
17 escape.

18 A. Yes, or blocked others from
19 coming to her assistance. Yes.

20 Q. And that requires reflection and
21 judgment, doesn't it?

22 A. Again, I think it's a momentary
23 thing, and again, it's a momentary thing
24 done, you know, in the state of passion

1 and excitement.

2 Q. Passion and excitement as he's
3 beating his wife. The reflection in
4 judgment is, I've got to keep somebody
5 from helping her or her escaping, so I
6 block the door. Is that not correct?

7 A. You know, I think as you look at
8 the whole act there is a -- I don't
9 think that he didn't know that he was
10 beating his wife. I think he knew he
11 was beating his wife. I think his
12 ability to stop himself from doing that,
13 that's where the breakdown was. I think
14 again, you know, his ability to control
15 himself -- you know, it's -- again,
16 we're talking about episode -- discreet
17 episodes of violence and it's -- you
18 know, it doesn't mean that one does not
19 have a target for that violence. I
20 mean, Intermittent Explosive Disorder
21 doesn't say that it is random untargeted
22 violence.

23 Q. Now, while he's beating her
24 testimony at trial was Jon told Billie,

1 "You'll never live to graduate." Now,
2 Doctor, doesn't that tell you that he
3 knows he's going to kill this woman?

4 A. Well, again, if, in fact, that's
5 what he -- again, there are divergent
6 accounts of whether he said that or not.
7 If, in fact, that's what he said, there
8 may be some awareness, but again the
9 ability to control himself, I think, is
10 where the Intermittent Explosive
11 Disorder and the other conditions come
12 in that, you know, essentially he wasn't
13 able to control himself from stopping.

14 Q. He knew he was going to kill
15 her. Is that correct?

16 A. I think he knew -- I think he
17 understood the nature of his actions and
18 I think he understood the wrongfulness
19 of his actions. I've already testified
20 that that was the case. So, I think
21 that he knew this was a serious assault.

22 Q. And that's what he wanted to do.

23 A. I think at the moment he
24 couldn't -- couldn't resist that

1 impulse. So, I guess, in that regard
2 that's what he wanted to do.

3 Q. Testimony at trial was also that
4 when the girls are trying to get help he
5 made the statement that "If you try to
6 get help I will kill your momma."

7 A. Uh huh.

8 Q. Does that not tell you that that
9 is a man who is weighing his options?

10 A. Well, again, I think -- I think
11 that this is someone who is -- you know,
12 was well aware of the nature of his
13 actions in assaulting her severely. You
14 know, whether he actually had the intent
15 to carry through that action by making
16 this statement is unclear. I think it
17 can be looked at either way. I think
18 again, you know, the whole issue is
19 about the capacity to control his
20 impulses and not the awareness of them.

21 Q. He was aware of his options, was
22 he not?

23 A. Well, I don't think that he was
24 coolly considering his various options.

1 I think that he had -- you know,
2 essentially because -- essentially,
3 someone with Intermittent Explosive
4 Disorder is someone who's -- for
5 biological reasons has less control of
6 their temper and once, essentially, it
7 has been lit, it's much harder to turn
8 it off. So I think that, you know, he
9 may have been aware, but in terms of
10 could he control his impulses and could
11 he control his actions, I think that's
12 where the deficit was.

13 Q. The statement, "If you go for
14 help I will kill your mother," implies
15 that if you do not go for help I will
16 let her live. Is that correct?

17 A. Well, it implies that. Whether
18 he would've been able to control himself
19 anyway I think is open to debate.

20 Q. And who did he direct that to?

21 A. I believe to the girls, at least
22 according to the trial transcript.

23 Q. What was the purpose of
24 directing that statement to the girls?

1 A. I -- I think there -- you know,
2 there could've been various -- I'd have
3 to speculate about -- he didn't say that
4 he said that. So I don't have anything
5 directly from him. You know, again, it
6 was along the lines of -- I think he --
7 you know, he certainly -- I think he
8 recognized he'd gone over the line and
9 he'd done something wrong when he was
10 doing this. He still couldn't stop
11 himself and I think similarly he's
12 trying to give himself, you know, an
13 opportunity to get away.

14 Q. Give himself an opportunity to
15 get away?

16 A. Yes.

17 Q. Does that not tell you that he
18 is considering the consequences of his
19 conduct and he's making choices about
20 his conduct?

21 A. Again, I'm coming back to the
22 issue of I think that he was unable to
23 stop himself because of his emotional
24 state that was related to the conditions

1 that he has. I don't think that he was
2 unable to appreciate the nature of his
3 actions and I don't think he was unable
4 to appreciate the wrongfulness of his
5 actions. The whole issue was in terms
6 of stopping himself in this course of
7 action. And I think again that we have,
8 you know, the issue of --I --I don't
9 know what was said, but I -- I -- you
10 know, I think it's -- I think you -- I
11 acknowledge you are giving an accurate
12 representation of what was in the
13 transcript.

14 Q. After he's beating his wife the
15 testimony was that his daughters jumped
16 on him.

17 A. Yes, sir.

18 Q. Why didn't he assault them?

19 A. I think again the issue is he's
20 unable to -- he's unable to control his
21 rage with his wife, and that's who the
22 assault was directed on.

23 Q. Why was he able to control his
24 rage with his daughters?

1 A. I think there are a number --
2 well, I don't know necessarily how long
3 the girls held onto him or how
4 successful they were in trying to
5 restrain him.

6 Q. Doctor --

7 A. It might've been --

8 Q. You --

9 A. Relatively minor.

10 Q. -- testified that a mere
11 statement from Billie is what set him
12 off.

13 A. Yes.

14 Q. Why wouldn't a person jumping on
15 your back and biting on you do the same
16 thing?

17 A. What if they fell off while you
18 were struggling to get free?

19 Q. No, sir. Don't ask questions.
20 You answer them.

21 A. Okay.

22 Q. Why --

23 A. If -- let me answer it this way
24 then. If you -- if you were focused on

1 continuing your assault on somebody and
2 you broke free of whatever interference
3 other people -- these small girls --
4 were trying to introduce, it may be
5 inconsequential to you in terms of
6 pursuing the person that you're still
7 enraged with.

8 Q. Now, she escaped, didn't she?

9 A. Yes, she did.

10 Q. He chased her down, didn't he?

11 A. Yes, sir.

12 Q. Why?

13 A. He was still enraged with her
14 and was still assaulting her. I believe
15 she fled outside and he caught her near
16 the steps, karate chopped her in the
17 neck. She called out to the girls,
18 "Call 911." He shouted, "I'll teach you
19 to call 911," and dragged her to the
20 pool and grabbed her around the neck
21 with both hands and held her underwater.
22 So he intended -- I think he was
23 continuing his assault.

24 Q. "I will teach you --"

1 A. He had not regained control of
2 his impulses over attacking her.

3 Q. "I will teach you to call 911."

4 A. Uh-huh.

5 Q. That is consistent with the
6 reason he disconnected the phone box,
7 isn't it?

8 A. I don't know that -- no. I
9 think -- I -- I can understand how you
10 would present -- you would present it as
11 such. His presentation of the same
12 events differs. He says that he had
13 disconnected the phone lines because he
14 knew he was breaking the Restraining
15 Order. He believed that the police
16 would be called as a result of that and
17 he wanted an opportunity to try and
18 speak with her. So his version is that
19 this was not done in preparation for a
20 murder. I understand that you view it
21 differently.

22 Q. But the fact is one reason at
23 least by his own confession that he beat
24 her, held her under that water, was

1 because she wanted help.

2 A. I don't know that -- I don't
3 know that he was reasoning that clearly.
4 I think that -- I think he'd lost
5 control and I think he was again unable
6 to stop himself from his assaults on
7 her. I mean, it seemed like -- in his
8 account to me it seemed as if everything
9 that she said just provoked him further
10 and he just was unable to -- again, once
11 he lost control of his impulses he was
12 unable to get control of them again.

13 Q. Now, again, the defense at trial
14 was he was acting in a rage as a result
15 of impulse. Is that right?

16 A. I believe Dr. Zager had some
17 testimony on that issue.

18 Q. And, basically, that's what
19 you're telling us.

20 A. Well, yes, but I don't believe
21 that the defense in any way presented an
22 alternative explanation of why he may
23 have pulled the phone lines. That was
24 essentially just left pretty much

1 unchallenged that that was evidence of
2 premeditation. Again, I don't have --
3 I'm not the Fact Finder. I can't say
4 what it was, but I -- I have -- I have
5 heard from him and from various other
6 people that that may be interpreted
7 differently.

8 Q. Okay. But let's assume, Doctor,
9 that he did go out there with the intent
10 to kill her and he has this habit of
11 isolating people he intends to harm.
12 Would he not also unplug the phone line?

13 A. Well, I think that's -- that's
14 going to require a lot of exposition to
15 answer that, but I think there are
16 various times when he's disconnected
17 phone lines previously where that wasn't
18 the intent, that wasn't the plan. The
19 fact that other things have proceeded
20 from that action previously doesn't mean
21 that absolutely if he -- if he lets a --
22 were in a cool state of mind that -- in
23 a cool state of mind that he couldn't
24 have done that as part of premeditation

1 for that, and, again, that's -- you-
2 know, that's not my place. It's a --
3 it's a Fact Finder interpretation of the
4 meaning of that.

5 Q. The unplugging of the phone line
6 is consistent with premeditation.

7 A. In some circumstances the
8 unplugging of the phone line may be
9 viewed as evidence of premeditation.
10 There are alternate explanations for
11 that behavior.

12 GENERAL EARLS: That's all I
13 have, Your Honor.

14 **RE-DIRECT EXAMINATION**

15 **BY MR. BUCHANAN:**

16 Q. Doctor, maybe I'm mistaken and
17 if I am I'll be more than happy to admit
18 it. Mr. Earls said that Dr. Zager at
19 trial said that this was a result of
20 rage. I don't ever remember that being
21 in the transcript. Do you know in your
22 notes where that was?

23 A. Please indulge me for a moment.

24 Q. Okay.

1 A. Okay. From my notes and this is
2 not -- these are my notes from her
3 transcript. She talked about when she
4 saw him, the testing that she did,
5 records she reviewed, that she thought
6 he had depression, that she thought he
7 was alcohol dependent, that she thought
8 he had dependent paranoid personality
9 traits, if not a personality disorder,
10 that there were various psychological
11 stressors including his daughter with
12 cerebral palsy, his unemployment, his
13 wife's unemployment and their subsequent
14 money problems, his brother dying of
15 AIDS, and she viewed this as impulsive
16 action rather than a well thought out
17 plan. She had a question of alcohol
18 intoxication, but I don't know
19 necessarily beyond that. So I'm --

20 Q. No rage that you know of.

21 A. I'm sorry?

22 Q. No -- not use of the word rage,
23 was there?

24 A. I can't confirm that that was

1 part of her testimony. I don't have --
2 I don't -- I didn't record that in my
3 notes.

4 Q. Can we agree that she certainly
5 didn't put forth a diagnosis of IED?

6 A. Yes, we may.

7 Q. Referring back to that portion
8 of the cross-examination that had to do
9 with Jon allegedly saying, "Make her
10 feel as helpless as he did." Now, for
11 whatever he was, he was alive, was he
12 not, when he said that?

13 A. Yes.

14 Q. Is there anything that you in
15 your evaluation of Jon that would tend
16 to make you believe in any way that if
17 Jon wanted to say I want to go kill that
18 so-and-so or I want to do harm, that he
19 has any trouble verbalizing that?

20 A. I guess not.

21 Q. Did he express surprise to you
22 that she had, in fact, died?

23 A. Yes. He had and I believe that
24 that was also recorded in -- it's

1 escaping me now. It was not the first
2 time that I'd read that he was surprised
3 about that. I think he might've
4 expressed surprise when he learned about
5 it in Texas.

6 Q. If you're planning to
7 premeditatedly kill someone and you go
8 out and you beat them and then later on
9 you're surprised that they're dead, is
10 that some indication that maybe that
11 wasn't part of your plan to begin with?

12 A. That may be.

13 Q. Mr. Earls asked you how he could
14 control any rage at his daughters. Was
15 there ever any indication that he had
16 any rage at his daughters?

17 A. I don't believe so.

18 Q. In fact, what did you find as
19 far as Mr. Hall's feelings towards his
20 daughters, step and natural daughters?

21 A. He expressed a lot of affection
22 for his step and natural daughters.

23 Q. Did you find anything in the
24 social history or anything about your

1 interview that would tend to make you
2 think that he had ever had any ill will
3 toward his daughters?

4 A. No. I did not.

5 Q. As far as -- back to the
6 premeditation, you had mentioned
7 something about he could avail himself
8 of a screwdriver. Is there anything in
9 your evaluation that would tend to make
10 you believe that if Mr. Hall, in fact,
11 set about to actually do a killing --
12 and I'm not talking about after the rage
13 has taken him over. I'm talking about
14 hours before or even minutes before he
15 came to the house -- that he could not
16 affect a plan such as that, i.e., get a
17 weapon and do the sorts of things a
18 murderer normally does?

19 A. There was nothing to indicate
20 that he was unable to do those kinds of
21 things.

22 MR. BUCHANAN: No further
23 questions.

24 GENERAL EARLS: Nothing further,

1 Your Honor.

2 (WITNESS EXCUSED.)

3 * * *

4 (WHEREUPON, a recess was
5 had, after which the
6 following proceedings
7 were had:)

8 DIANA PEARSON was called and
9 having been duly sworn was examined and
10 testified as follows:

11 DIRECT EXAMINATION

12 BY MR. ELLIS:

13 Q. For the record, would you please
14 state your full name for the Court?

15 A. Margie Diana Pearson.

16 Q. Ms. Pearson, do you remember
17 being in a bar on July 29th, 1994?

18 A. Yes, somewhat.

19 Q. Do you remember this man sitting
20 right here? (Indicating.)

21 A. Very little.

22 Q. Do you remember drinking with
23 this man at that time?

24 A. Very little.

1 Q. And did you ever remember this
2 man saying he was going to kill his
3 wife?

4 A. Not that I can remember.

5 Q. Were you -- is there something
6 wrong with your hearing --

7 A. No.

8 Q. -- that would've prevented you
9 from hearing that?

10 A. No.

11 MR. ELLIS: That's all I've got,
12 Your Honor.

13 THE COURT: Any questions from
14 the State?

15 GENERAL EARLS: Could I have a
16 second, Your Honor?

17 THE COURT: Yes.

18 GENERAL EARLS: I don't have any
19 questions.

20 (WITNESS EXCUSED.)

21 * * *

22 ALICE PEARSON was called and
23 having been duly sworn was examined and
24 testified as follows:

1 DIRECT EXAMINATION

2 BY MR. ELLIS:

3 Q. For the record, would you please
4 state your name for the Court?

5 A. Alice Jo Pearson.

6 Q. Ms. Pearson, do you recognize
7 this man right here? (Indicating.)

8 A. Not really.

9 Q. But you've seen him before,
10 though. Right?

11 A. I -- yes.

12 Q. Do you remember being with him
13 in a bar on July 29th, 1994?

14 A. Not the exact date. I just know
15 I was at a bar -- at the bar. The exact
16 date I cannot tell you because I really
17 don't know.

18 Q. Okay. But you remember being at
19 a bar --

20 A. Uh-huh.

21 Q. -- and having some drinks with
22 him?

23 A. Uh.

24 Q. Do you ever remember him saying

1 he was going to ~~kill his wife?~~

2 A. Huh-uh.

3 Q. Is there anything wrong with
4 your hearing that if he'd have said it
5 outloud in the bar that you wouldn't
6 have been able to hear it?

7 A. I -- yeah. I would've heared
8 (sic) it if he'd said it.

9 Q. And you never heard that?

10 A. I never heard it.

11 MR. ELLIS: That's all I've got.

12 **CROSS EXAMINATION**

13 **BY GENERAL EARLS:**

14 Q. How much had you had to drink?

15 A. About -- I guess I'd drunk about
16 three beers altogether that night.
17 About two or three beers.

18 Q. Were you paying that much
19 attention to him?

20 A. Well, we was sitting there
21 talking.

22 GENERAL EARLS: That's all I
23 have, Your Honor.

24 (WITNESS EXCUSED.)

1 * * *

2 (WHEREUPON, the noon
3 break was had, after
4 which the following
5 proceedings were had:)

6 JON DOUGLAS HALL was called and
7 having been duly sworn was examined and
8 testified as follows:

9 **DIRECT EXAMINATION**

10 **BY MR. BUCHANAN:**

11 Q. Would you state your name for
12 the record, please, sir?

13 A. Jon Douglas Hall.

14 Q. Are you the same Jon Douglas
15 Hall that is the Petitioner in the cause
16 of action that we're here before the
17 Court on?

18 A. Yes.

19 Q. Mr. Hall, I want to ask you some
20 questions. You were present when Mr.
21 Mayo and Mr. Ford testified, were you
22 not?

23 A. On the 15th of May this year?

24 Q. Yes, sir.

1 A. Yes, sir.

2 Q. Except for one brief moment
3 you've been present the whole time we've
4 had this hearing, have you not?

5 A. Other than maybe a second or two
6 outside before the proceedings began.

7 Q. Right. I just want to make it
8 clear for the record, you've been here
9 for this proceeding -- for the Post-
10 Conviction Hearing you've been present
11 the whole time.

12 A. From everything I read in that
13 first part of the transcript, yes, sir,
14 that's already made for the record.

15 Q. All right. Did you hear -- so
16 you heard Mr. Ford and Mr. Mayo testify?

17 A. Yes.

18 Q. They weren't the only people
19 that represented you, were they?

20 A. No. They were Number 7 and
21 Number 8.

22 Q. Just briefly tell the Court the
23 chronology of lawyers you had from the
24 beginning to the trial where you ended

1 up with Mr. Ford and Mr. Mayo. Who all
2 did you have?

3 A. On August 22nd, 1994 I was in a
4 holding cell in the Henderson County
5 Jail and I was in there with a group of
6 inmates and I saw these two guys talking
7 to Frank Booth, which was the guy that
8 helped extradite me from Texas to
9 Tennessee, and --

10 Q. Well, if I can -- and I don't
11 mean to cut you off. I'm not doing
12 that, but I do -- really all my question
13 is is could you give the Judge, you
14 know, John Doe and Mary Roe first, and
15 then I lost Mary Roe and John Doe and
16 got -- that's what I'm looking for is a
17 kind of a chronology like that.

18 A. Okay. Jack Hinson and Frank
19 Stanfill were appointed. I heard that
20 Frank Stanfill never had any in court
21 experience at the time, and that Jack
22 Hinson was the Public Defender at the
23 time, but he was going into private
24 practice and Frank Stanfill was just

1 taking over that position.

2 Q. Then who did you get next?

3 A. Well, the next time I went into
4 court I went in for my Grand Jury
5 appearance and they asked me did I have
6 an attorney and I had not spoken to my
7 attorney and the people at the
8 courthouse told me that Jack Hinson was
9 no longer with the Public Defender's
10 Office. So the Judge asked me, you
11 know, "Do you plead guilty or not
12 guilty," and --

13 Q. Mr. Hall, again, I --

14 A. -- and I said no and he said --
15 or he asked me if my attorneys were
16 present and I said --

17 Q. Mr. Hall --

18 A. -- "No. I don't know who they
19 are."

20 Q. Again, we'll get to all that
21 maybe in a minute. I just want you to
22 tell the Judge what lawyers you had --

23 A. Okay. The next --

24 Q. -- in the order you had them.

1 That's -- for right now.

2 A. Okay. After Frank Stanfill and
3 Jack Hinson I went through George Googe
4 and Steven Spracher.

5 Q. All right.

6 A. And after that I had Carthel
7 Smith and Mike Mosier.

8 Q. All right.

9 A. And then I went through my trial
10 attorneys, Jesse Ford and Clayton Mayo.

11 Q. All right.

12 A. And then I had on direct appeal
13 at the Court of Criminal Appeals level -
14 - I had Mark Donahoe and Scott
15 Petrowski.

16 Q. All right. Now, I'm primarily
17 interested in everybody -- when did your
18 -- your brother in Bell County, Texas,
19 what was his name?

20 A. Jeffery Franklin Hall.

21 Q. Jeffery Franklin Hall, and he
22 was suffering what at the time of his
23 death?

24 A. AIDS.

1 Q. And did -- had he been suffering
2 that for a while?

3 A. He told me, I guess, it was
4 either '92 or -- he stopped by when I
5 first moved to Tennessee in 1990 and
6 told me that he had AIDS.

7 Q. And back in the early '90s it
8 was pretty much considered to be a fatal
9 disease like malignant cancer, was it
10 not?

11 A. I assumed everybody knew that
12 once they said that you had AIDS that
13 you were destined to die. I mean,
14 that's my belief. They didn't know of
15 any cure.

16 Q. So you knew that Jeffery was in
17 that sad shape as of August of 1994.

18 A. In August of '94?

19 Q. Yes.

20 A. Back to my preliminary hearing.
21 Yes, I knew he was sick.

22 Q. Okay. Just listen to my
23 question and I think if you listen to it
24 closely you'll get the gist of what I'm

1 asking you. So, at that time did you
2 make any attorneys that you had aware of
3 the fact that you had a brother that
4 needed to be talked to because he was in
5 danger of dying sometime before maybe
6 your trial got started?

7 A. Yes. I talked to 'em.

8 Q. And did you make all your
9 attorneys aware of the fact that this
10 brother needed to be talked to before he
11 died?

12 A. When I talked to my attorneys --
13 like I said, I talked to them five
14 minutes before the Preliminary Hearing.
15 A couple of days after my preliminary
16 hearing Frank Stanfill come to the
17 Henderson County Jail and had a
18 conference with me and he took notes,
19 and I've seen those notes in some of the
20 attorney files that I've reviewed.

21 Q. Okay. Let me back up. Hold on,
22 Mr. Hall, let me just -- 'cause I really
23 would like to make this orderly, if we
24 could. My question is, did you make all

1 of your attorneys -- from August 1994,
2 did you make all of them aware that you
3 had a brother down in Texas that needed
4 to be talked to and that he was in not
5 maybe eminent fear of dying but
6 certainly he could die before trial came
7 to pass?

8 A. I remember speaking to Frank
9 Stanfill about the fact that I was in
10 Texas and Jeff, but I'm not specific of
11 whether or not I told Frank Stanfill and
12 Jack Hinson -- before Frank Stanfill
13 ever got done, I did eventually tell
14 him, yes. But I don't mean -- on that
15 first occasion I talked to 'em I don't
16 know if I told 'em that he was dying of
17 AIDS.

18 Q. Mr. Hall, try real hard to
19 listen to my question because we can
20 move a lot faster if you will and I
21 don't want to keep you from saying
22 something you need to say, but, on the
23 other hand, let's wait until the end and
24 we can get back to what you need to say

1 and try--to--follow what I'm asking you.

2 My only question is, did you
3 make all your attorney -- I don't need
4 to know when you made them aware, but
5 did you make all your attorneys aware at
6 some point that you had a brother in
7 Bell County, Texas that needed to be
8 interviewed because his health was such
9 that he might be dead by the time the
10 trial came up?

11 A. I'm absolutely sure that I made
12 George Googe and Steven Spracher aware
13 of it before he died, and I'm pretty
14 sure that I made Frank Stanfill aware of
15 it.

16 GENERAL EARLS: Your Honor, this
17 issue has been litigated at trial and on
18 appeal and --

19 MR. BUCHANAN: Not ineffective
20 assistance.

21 THE COURT: I'm going to let it
22 be asked and answered and I do
23 appreciate Counsel directing the
24 Defendant as he's been doing to try to

1 answer the question and focus in in his
2 response -- in response to the question.

3 MR. BUCHANAN: Thank you Judge.

4 We're going to try to do just that.

5 Q. All right. So, do you know of
6 any reason why your brother could not
7 have had a statement taken from him or a
8 deposition taken before he died?

9 A. No. TBI Agent Brian Byrd took
10 statements of him when he was down in
11 Texas and stuff.

12 Q. Really, all I needed was -- all
13 right. Did you, in fact, have to go to
14 trial without the benefit of a statement
15 from him?

16 A. Yes.

17 Q. Okay.

18 A. Except for the one in that
19 Affidavit which I -- which I had sent to
20 him and he provided.

21 Q. I understand that. I understand
22 that, but I think we've already gone
23 over that, that that statement's
24 probably not in any kind of admissible

1 form. So please, again, just listen to
2 my question and I think we can move
3 along a little better.

4 All right. Did you at anytime
5 waive your right to a Preliminary
6 Hearing? Tell any of your lawyers at
7 anytime I don't need a Preliminary
8 Hearing. I don't want a Preliminary
9 Hearing?

10 A. No, sir.

11 Q. Did you at anytime tell your
12 lawyers that you wanted to change venue
13 to Madison County?

14 A. No, sir.

15 Q. Did you, in fact, tell them that
16 you wanted any motion filed on your
17 behalf to be withdrawn for a change of
18 venue?

19 A. There was motions filed previous
20 by attorneys and they were -- they --
21 they were dismissed, and then all of a
22 sudden it come up that Mr. Ford filed a
23 motion to have me transferred to the
24 Penal Farm to prepare for the case.

1 This was on, I believe, it was March
2 9th, 1996, and I told Mr. Ford and Mr.
3 Mayo, because they were sitting beside
4 me, I said, "What are we doing here?" I
5 said, "I do not want a trial here," and
6 I told them that Mr. Helms was a very
7 well liked and respected businessman up
8 there in Henderson County. I told 'em
9 that the Jackson Sun newspaper was
10 creating all the bad publicity in my
11 case and --

12 Q. Well, hold on a minute.

13 A. -- and that Billie had worked at
14 the ambulance service --

15 Q. Hold on a minute.

16 A. -- in Jackson.

17 Q. Listen to my question again
18 because you're kind of getting far
19 afield again. Did you ever give your
20 attorneys any permission to agree to
21 change venue to Madison County?

22 A. No, sir.

23 Q. Did you, in fact, ask them that
24 if a motion had been filed by some other

1 attorney on your behalf to please
2 abandon that motion?

3 A. Yes.

4 Q. Were you ever present at a
5 change of venue hearing?

6 A. No, sir. I wasn't advised of a
7 change of venue until January 21st,
8 1997. That's the first that I was told
9 that -- that they had granted a change
10 of venue and I told Mr. Mayo, I said,
11 "What --." I told him to get it changed
12 back. He come back the next week and
13 told me that, "Well, the Judge is
14 retiring. He don't care. He's not
15 changing it back." This, that and the
16 other, and --

17 Q. Okay.

18 A. -- I told 'em I was going to get
19 with Whit and he told me --

20 Q. Mr. Hall. Mr. Hall. Let -- I'm
21 trying to keep this just as relevant as
22 possible. Please listen to what I've
23 got to say because I know you want to
24 put a lot of fluff in, Mr. Hall, but the

1 truth of the matter is, there's kind of
2 some ultimate things the Judge needs to
3 know, and one of them is did you agree
4 to this change of venue? Yes or no?

5 A. No, sir.

6 Q. And did you attempt to get your
7 attorneys to withdraw any motion that
8 had been filed on your behalf?

9 A. I told Clay Mayo that I didn't
10 want one, and then on January 27th--

11 Q. Okay.

12 A. -- Mr. Mayo came and told me --

13 Q. All right.

14 A. -- that the Judge wasn't going
15 to do it.

16 Q. Okay. Then, are you telling
17 this Court that the first time you heard
18 the venue had been changed that it
19 already had been changed without you
20 being at any hearing?

21 A. Yes, sir.

22 Q. By the way, were you intoxicated
23 on the night that this occurred?

24 A. Yes.

1 Q. Were the beer bottles that we
2 saw in the video, were they beers that
3 you had drank?

4 A. They were beers that I had
5 purchased at a gas station and I think
6 the Bud Lite I purchased at the bar.

7 Q. But both of the empties that
8 were shown in that video were yours?

9 A. The empties?

10 Q. Yes.

11 A. There was two fresh ones in the
12 bag --

13 Q. I understand the bag.

14 A. -- but, yes. Yes. All the beer
15 bottles were mine. I don't remember
16 Billie having anything to drink that
17 night.

18 Q. How many beers would you say you
19 had at the bar before you come over to
20 the house?

21 A. Well, see it started when I got
22 off work. I picked up a six pack of
23 Bush Ponies and I got -- I filled my gas
24 tank up and there was a woman in front

1 of me and she was getting a money order
2 and I thought, "Gee, I need to get a
3 money order to pay Billie half the money
4 for child support." So I purchased the
5 money order.

6 Q. If you had testified at your
7 trial would you have testified that
8 money order -- you legitimately bought
9 that to give to her not intending to
10 kill her?

11 A. No. I did not intend to use
12 that as a key to get into my own home --

13 Q. All right.

14 A. -- or into Billie like the State
15 had argued at trial.

16 Q. I understand. Like my other
17 question, though, and I'm going to get
18 back to my other question. Just give me
19 an idea, roughly, how many beers you
20 think you had before you got home that
21 night?

22 A. Well, after I purchased that I
23 drove out to the house.

24 Q. No. No, not really, honest to

1 goodness.----Just tell me how many beers
2 you think you had before you got to the
3 house?

4 A. I drank that six pack of Bush.
5 Okay. And I went out to the house.
6 Billie wasn't home, so I went back to
7 Lexington. I said, "Well, she's not
8 here. I can't work on the car." So I
9 went back to Jackie and Darlene's and I
10 guess I had some more beers there after
11 I -- I ended up drinking that six pack.

12 Q. So you had six or more beers by
13 the time you got to Billie that night?

14 A. Six more beers?

15 Q. Six or more beers.

16 A. This is before I even started at
17 the bar. These were just 7-ounce Pony
18 Bush bottles that I -- before I went
19 out. I drank them before I even went to
20 the three bars that I visited that
21 night.

22 Q. Then listen to my question
23 again. What, roughly -- how many beers,
24 and if you would count two Ponies as a

1 beer. Okay? Because they're 7-ounces.
2 How many beers do you roughly think you
3 had by the time you saw Billie that
4 night?

5 A. Like I said, I drank that six
6 pack, then I had --

7 Q. No. No. No. Please. I'm
8 asking you, add it up in your head and
9 think about it and give me a number,
10 roughly.

11 A. I estimated that I had about
12 three or four beers at each bar, and
13 those were full 12-ounce bottles.

14 Q. And there were three bars?

15 A. There was three bars.

16 Q. So we're talking 9 to 12 beers.
17 Correct?

18 A. Plus the six pack that I had
19 bought, plus the other six pack that I
20 bought that was out at Billie's -- that
21 other six pack of Bush Ponies.

22 Q. So you had a lot of beer.

23 A. I had enough beer. That wasn't
24 a lot.

1 Q. During your case did your
2 attorneys -- after the State put their
3 evidence on did they ever have a
4 conversation with you about the pros and
5 cons of you testifying?

6 A. They did a mock examination of
7 me and then they told me that they
8 didn't feel that I should testify.

9 Q. And what was your position in
10 the matter?

11 A. Well, I didn't trust them, and
12 so, I just told them don't prepare my
13 testimony in light of my testimony.
14 That way that you can get all the
15 witnesses that you need to make the
16 case.

17 Q. Did you want to testify?

18 A. I wanted to testify to a
19 Henderson County jury.

20 Q. Mr. Hall, really, I seriously
21 ask you one more time, listen to my
22 questions. Assuming that you're in a
23 courtroom where you don't want to be,
24 but you're there, did you want to

1 testify at the close of the State's
2 evidence and before your Counsel rested?

3 A. Yes, I did.

4 Q. Did you make that known to your
5 attorneys?

6 A. Yes, I did.

7 Q. And what did they tell you?

8 A. That was part of the record. I
9 -- I was also arguing an issue about the
10 fact that the flag had a gold fringe and
11 an eagle on it, and I told 'em that I
12 felt that it was a -- a --
13 representative of a war court and,
14 therefore, I felt that that's how they
15 were suspending my rights, like my right
16 to be present at a change of venue
17 hearing.

18 Q. Okay. You heard Mr. Mayo
19 testify that you objected to being
20 evaluated by a psychiatrist. Did you
21 ever object to your attorneys to being
22 evaluated by a psychiatrist?

23 A. No, and if you look at the
24 Middle Tennessee Mental Health records,

1 they said that I got upset whenever they
2 couldn't find a -- that I met the
3 insanity defense.

4 Q. Have you -- I have, and I think
5 the record's pretty clear, hired Dr.
6 Salomon, hired Dr. Auble, hired Dr.
7 Caruso. Have you ever failed to
8 cooperate with them coming to see you
9 about your mental health?

10 A. I have not failed to cooperate
11 with anybody that's come to visit me
12 about this case in any capacity.

13 Q. How many times did Mr. Mayo and
14 Mr. Ford come see you while you were in
15 Nashville?

16 A. He come and visited me twice.

17 Q. Two times during the entire time
18 they represented you?

19 A. Yeah. They -- they -- they were
20 basically appointed February 9th, 1996
21 and I went to trial February 3rd, 1997.

22 Q. They came to Nashville two times
23 in a year?

24 A. I was transferred to Madison

1 County in December, but up until
2 December they only visited me twice in
3 Nashville.

4 Q. How many times did they visit
5 you here in Madison County?

6 A. I'm roughly guesstimating, but
7 I think both of 'em probably visited me
8 separately maybe five times each.

9 Q. Did you -- were you ever
10 explained by your attorneys what the
11 theory of their defense was?

12 A. No. I'm still dumbfounded at
13 what their defense theory was now.

14 Q. Well, did you know that it was
15 to hope for a lesser-included offense?

16 A. Yes.

17 Q. Did you -- would you have been
18 in a position to provide them, had they
19 asked, with prior instances of Billie
20 having assaulted you?

21 A. Yes.

22 Q. Do you know why that was not
23 brought up by them in the trial? Do you
24 know of any reason why it was not?

1 A. The attorneys told me that they
2 didn't want anything negative said about
3 Billie.

4 Q. How about the intoxication? You
5 heard the ladies testify earlier here
6 today and you said you were intoxicated.
7 Did you let them know that you were
8 intoxicated?

9 A. The ladies?

10 Q. The two ladies that came up here
11 earlier today and at least said that
12 there was some drinking going on there
13 that night.

14 A. The Pearsons?

15 Q. Yes.

16 A. Yeah. I was drinking with them
17 that night.

18 Q. I understand that, but they
19 didn't testify at your trial, did they?

20 A. I believe they were there, but
21 they were -- had been subpoenaed. They
22 showed up and they didn't put 'em on.

23 Q. I understand that. So even
24 though they were there your attorneys --

1 and could have testified that they had
2 seen you drinking that night, do you
3 know why the attorneys did not call
4 them?

5 A. I have no reason -- they were --
6 they -- they closed the case and I
7 objected to them closing the case. I
8 thought that there was more witnesses.
9 They let me believe that there was going
10 to be a whole lot more witnesses. I
11 thought my family was going to be
12 testifying at the guilt phase and all.

13 Q. Did you -- you heard Mr. Ford
14 say that you rejected any mental defect
15 mitigation strategy. Do you remember
16 rejecting any mental defect mitigation
17 strategy?

18 A. No, I didn't.

19 Q. If you had been --

20 A. I have a note where I took phone
21 records where I had talked to Mr. Mayo
22 and -- no, it was Mr. Ford. Mr. Ford
23 told me that I needed to leave the
24 psychs alone. They couldn't help me.

1 Q. My question is if you had been
2 presented a mental defect mitigation
3 strategy of some sort, do you know if
4 any reason why you would've objected to
5 that -- to the use of that?

6 A. I always felt that I went insane
7 because of what happened. That's the
8 only thing that explains what happened
9 to my wife.

10 Q. You -- we presented evidence
11 that you're a -- you've done some pretty
12 good work as a father. Do you know of
13 any reason why the attorneys would not
14 have put on evidence that you were a
15 good father? That you've nursed that
16 one child that wasn't even yours by
17 blood, had cystic fibrosis and things
18 like that?

19 A. Jessica is my baby --

20 Q. I'm sorry. You're right. Do
21 you know of any --

22 A. -- and has cerebral palsy.

23 Q. Yeah. Do you know of any reason
24 why that they would not put that on

1 showing that -- your care of that child?

2 A. I have no -- I have no reason.

3 I -- I -- I -- they -- they weren't

4 letting me know anything hardly. I

5 don't know why they did what they did.

6 Q. Okay. They never sat down and

7 said, Jon, we know that you've done some

8 good work as a father and as a

9 stepfather, but we're just going to --

10 for some reason we're not going to use

11 that. Did they ever have any kind of

12 conversation with you like that?

13 A. That they're not going to

14 present that type of evidence?

15 Q. Yes.

16 A. No. They never told me that

17 they weren't going to present that type

18 of evidence.

19 Q. If they had come to you and

20 said, we have evidence of you being a

21 good father and we have pictures of you

22 being a good father, would you have

23 objected to those pictures being used in

24 the punishment or the guilt or innocence

1 phase of the trial?

2 A. I wouldn't have objected and I'd
3 actually given pictures to George Googe
4 and Steven Spracher and I don't know if
5 they didn't get passed down to
6 Ford/Mayo, but I had given them pictures
7 and they had talked about making prints
8 and stuff with the pictures.

9 Q. In your trial no one even put in
10 any pictures showing you being a daddy,
11 did they?

12 A. My children even denied that I
13 took care of 'em.

14 Q. Let's get back to answering my
15 questions again. There was no pictures
16 put in of you being -- in the act of
17 being a daddy like -- similar to the
18 videotape we put in earlier. There was
19 nothing like that in your trial, was
20 there?

21 A. No, there wasn't.

22 Q. In fact, the only pictures that
23 were in evidence were those pictures of
24 Billie in a state of being beat. Is

1 that correct as far as pictures?

2 A. That's correct. Wait. Wait.

3 Wait. There was the crime scene

4 pictures.

5 Q. Well, yeah. Other than the

6 crime scene pictures. All right. Mr.

7 Hall, do you feel like that you received

8 adequate representation at your trial

9 both before and after?

10 A. Before and after? No. They

11 wouldn't -- anything I said they

12 disregarded. They had an animosity

13 toward me and, you know, I -- I

14 basically -- I couldn't deal with 'em.

15 Q. Did you tell them that you had

16 brothers -- we've already talked about

17 the brother from Belton, but did you

18 talk to them about the other sisters

19 that you had and other brother that you

20 had that they could talk to? Did you

21 make them aware that those people were

22 out there to be talked to?

23 A. I believe they did talk to all

24 my -- three of my sisters. The one that

1 come to trial and they were at trial.

2 Q. I understand when they came to
3 trial, but I'm talking about --

4 A. But my brothers I don't think
5 they talked to.

6 Q. I'm talking about before trial.
7 I'm talking about -- I'm not talking
8 about coming and talking to you right
9 before you go on the stand at
10 punishment. I'm talking about way ahead
11 of time.

12 A. Well, I can't -- I can't testify
13 when they talked to 'em because I wasn't
14 there.

15 Q. Okay.

16 A. I'd heard --

17 Q. No. No.

18 A. -- whenever my sister --

19 Q. That's okay.

20 A. -- talked with me --

21 Q. That's all right.

22 A. -- and told me that she had --

23 Q. It's not --

24 A. -- heard things --

1 Q. What you heard ~~is~~ hearsay.

2 Okay. If you don't know, you don't know
3 and that's all right.

4 A. I wasn't there.

5 Q. All right. Did they ever
6 produce to you any evidence that they
7 had talked to these brothers and sisters
8 pre-trial, and by that I mean, let's
9 say, middle of 1996?

10 A. They showed me Glori Shettles'
11 phone interviews.

12 Q. They showed Glori Shettles. Did
13 they ever show you any statement they
14 had taken or any -- and any indication
15 of times that they had talked to anybody
16 other than Cheryl Arbogast?

17 A. No.

18 Q. Okay. Do you feel like you were
19 ready to go to trial in 1997 when you
20 went to trial?

21 A. Me, myself, I was going to
22 testify and I was prepared way long
23 before they ever went to trial.

24 Q. Well, when I say you --

1 A. I wanted a speedy trial.

2 Q. Well, my apologies because I
3 wasn't real clear on that. When I say
4 you were ready, did you feel like your
5 team was ready?

6 A. They didn't spend much time with
7 me at all to get to know the facts.

8 Q. Do you ever think -- did you --
9 were you ever made aware of any real
10 strategy they had to defend you?

11 A. Other than to -- that for some
12 reason the jury would think that it was
13 a lesser-included offense. Other than
14 that, I have no idea what their defense
15 strategy is.

16 Q. Well, let me ask you that. Did
17 they ever sit down and say anything like
18 this? Jon, we're going go for a lesser-
19 included offense. To do that we've got
20 to have some evidence. Now here's what
21 we're going to put on to try to show
22 that you're guilty of murder two or
23 manslaughter. Did they ever have any
24 kind of conversations similar to that?

1 A. No. They didn't tell me what I
2 had needed to present.

3 Q. If they had have had a
4 conversation with you like that, would
5 you have been willing to cooperate with
6 them and give them the names of people
7 that could help out to show your past
8 experiences and your past behaviors?

9 A. I tried to speak to them on many
10 occa -- on every occasion about anything
11 that they wanted to talk to. Any
12 questions that they'd ask I tried to get
13 out what I thought that they were
14 asking.

15 Q. Would you tell the Court --

16 A. Despite the animosity that they
17 showed towards me.

18 Q. I understand that. My question
19 is this, did -- what do you feel like
20 personally is the biggest failure of
21 your attorneys at trial time?

22 A. They weren't keeping me
23 informed. They weren't showing me
24 documents. I was complaining about my

1 rights at a Preliminary Hearing, how I
2 had ineffective assistance of counsel
3 and they just basically closed their
4 ears and turned their backs on me.

5 Q. Like they did getting your
6 brother's statement down there in
7 Belton?

8 A. They didn't even get one from
9 him.

10 Q. That's what I'm saying. I mean,
11 did they show it as much attention as
12 they showed that?

13 A. Well, since they talked to me
14 that shows a small amount of initiative,
15 but not going down to talk to my
16 brother, that shows no initiative at
17 all.

18 Q. Did you try to call them from
19 the penitentiary and from the jail and
20 ever have your phone calls rejected by
21 them?

22 A. On several occasions. I've got
23 calendars that every time I tried to
24 call 'em -- which either they wouldn't

1 accept, they wouldn't pick up, they
2 wouldn't answer, the secretary said they
3 weren't in.

4 Q. Jon, when you -- were you aware
5 enough -- were you communicating by
6 letter with your -- with at least Sheryl
7 during the time you were locked up?

8 A. I really hate to write. I was
9 talking with Sheryl mostly by phone.

10 Q. Okay.

11 A. But every once in a while I got
12 her a letter off.

13 Q. Well, what I'm driving at, were
14 you kept up to date on the family
15 business as far as how your brother
16 Jeffery was doing?

17 A. Oh, I knew about it, yes.

18 Q. Did you know when it started
19 getting real bad, i.e., when he started
20 really getting super sick to the point
21 where they knew that death was getting
22 pretty close?

23 A. Yes, I knew.

24 Q. When that happened did you try

1 to get ahold of Mr. Mayo or Mr. Ford or
2 -- when did your brother die?

3 A. July 4th, 1995.

4 Q. I don't believe Mr. Ford would
5 have represented you then, would he?

6 A. That was the time when Mr. Googe
7 and Mr. Spracher were on the case.

8 Q. Did you make --

9 A. And, yes, I did tell Mr. Googe
10 and Mr. Spracher and they said that they
11 were doing whatever they could. That
12 they wanted to file -- to take
13 depositions and stuff and they never --
14 they never come through on it.

15 Q. Do you ever know of any motion
16 they filed to try to get that deposition
17 of your brother?

18 A. I think the entire time that Mr.
19 Googe and Mr. Spracher, there was -- I
20 believe there's only like three motions
21 filed on my behalf before that time by
22 the Public Defender's Office or any
23 attorney before that time.

24 Q. Okay. Well, back to what my

1 question is. My question is do you know
2 of any motion filed on your behalf after
3 you told your lawyers, "I've got a
4 brother down there that's dying," do you
5 know of any motion filed on your behalf
6 that says something to the effect of
7 Hey, Court. We need a deposition of
8 this man. He's dying. Do you know of
9 any motion that even remotely addressed
10 that kind of thing?

11 A. No.

12 Q. And your brother did, in fact,
13 die in --

14 A. July 4th of 1995.

15 Q. And the only remembrance we have
16 or the only recordation we have of what
17 he might've said was this Affidavit that
18 we tendered back in May. Is that
19 correct?

20 A. Exhibit 5, I believe it is.

21 MR. BUCHANAN: May I have just a
22 moment with Mr. Ellis, Your Honor?

23 THE COURT: Certainly.

24 A. Before the Post-Conviction

1 Hearing.

2 MR. BUCHANAN: Your Honor, I'm
3 going to pass Mr. Hall at this time.

4 WITNESS: I've got questions for
5 this witness.

6 MR. BUCHANAN: Maybe I should
7 hold up and ask just a broad question
8 here, Judge.

9 Q. Mr. Hall, is there something
10 that I missed that I needed to ask you
11 that you feel like it's sticking in your
12 craw that you need to let the Court
13 know?

14 A. My trial attorneys filled out a
15 claim for attorney fees claiming that
16 they spent more time with me than what I
17 had recorded their visit was while they
18 were at -- in Nashville. When I was at
19 Riverbend I had access to my watch and I
20 knew what time they came and then
21 whenever I looked at these attorney fees
22 I think the one visit he overbilled the
23 State -- they both did for an hour, and
24 then on the second visit they overbilled

1 the State from my records an hour and
2 the way they put it was 1.75, so I
3 reckon that's an hour and 45 minutes.

4 Q. All right. Now I've got one
5 other question for you that I had
6 forgotten and Mr. Ellis reminded me of.
7 Was Mr. Dutton ever in a cell next to
8 you?

9 A. No, sir. He was in the same
10 pod.

11 Q. In the same pod, but not in the
12 cell next to you.

13 A. That is correct.

14 Q. And you could have testified to
15 that fact and could that have been
16 verified by records back then if
17 somebody had looked at the records to
18 see where he was?

19 A. Certainly, could have. I
20 could've impeached Chris Dutton if I
21 would've testified.

22 Q. When did you know Billie was
23 dead?

24 A. I called my mom and I was in

1 Texas and I asked her how was Billie
2 doing and she said, "What do you mean?"
3 I said, "Well, how is she doing," and
4 she told me that she was dead and that
5 she had just been to the funeral and
6 that -- 'cause I couldn't talk to her.

7 Q. You did not know in Texas --

8 A. I couldn't -- I didn't talk to
9 my mother.

10 Q. You did not know in Texas --
11 after you got down there, you did not
12 know that Billie had died as a result of
13 this.

14 A. No, I did not.

15 Q. So why did you leave if you
16 thought she was alive, Jon?

17 A. I heard -- after we got into the
18 argument and fight I -- we were outside
19 and I heard voices and it ended up
20 scaring me and, you know, I -- I was --
21 I -- that whole month of July I was very
22 paranoid. I was extremely paranoid and,
23 you know, you could've said boo to me
24 and I probably would've been nervous

1 because--- it ~~---it~~ stems back to a
2 earlier incident and the police told me
3 that I needed to make a \$200.00 donation
4 and I didn't make that \$200.00 donation
5 and I figured -- I -- and they -- they'd
6 reduce these charges and -- and --

7 Q. That incident got you --

8 A. -- the Judge told me that --

9 Q. Hold on a minute. Hold on a
10 minute.

11 A. -- that they couldn't enforce
12 that \$200.00. I thought it was kind of
13 like a payoff, so I was very paranoid at
14 the police.

15 Q. You had an experience that made
16 you very paranoid, but my question is
17 you did not know in Texas -- when you
18 called back to talk to your mother you
19 did not know you had left your wife in a
20 position that she was going to die. Is
21 that correct?

22 A. No. I didn't think that she was
23 going to die.

24 MR. BUCHANAN: Pass the witness,

1 Your Honor.

2 WITNESS: I still have got
3 questions for this witness.

4 Q. (by Mr. Buchanan) Is there
5 something else sticking in your craw
6 'cause I want you to get it out if it
7 is.

8 A. Well, I need to get the
9 technical record admitted into the
10 evidence where there is no written
11 waiver of my consent to a change of
12 venue.

13 Q. Mr. Hall, we'll do that. That's
14 Mr. Ellis and my problem and our
15 bailiwick and I assure you we'll do it,
16 but is there anything else of a
17 testimonial nature that you need to tell
18 the Judge that I'm forgetting 'cause I
19 want you to have your say today. I know
20 you haven't had it heretofore.

21 A. My trial transcripts were not
22 verbatim. I still have not seen all the
23 pages to the Motion for New Trial
24 Transcript and in that I -- on March

1 20th, 1997, I told Whit LaFon that I
2 thought that Jesse Ford violated the
3 Supreme Court Rule ADR4-101,
4 attorney/client --

5 GENERAL EARLS: He's rambling.

6 Q. (by Mr. Buchanan) Mr. Hall,
7 you're just going to have to trust me
8 when I tell you that we can bring all
9 that up to the Court. Those transcripts
10 are going to be in the record. This
11 Judge has said every transcript -- he's
12 even gone back and had things typed up
13 that were never typed up before. You're
14 going to have all that, and then Mr.
15 Ellis and I are allowed to point those
16 sorts of things out to the Court, but is
17 there anything of a testimonial nature,
18 and by that I mean something other than
19 records that you need to tell the Court
20 that's in your mind and only in your
21 mind so we can't show it any other way?

22 A. I -- I -- I need to enter
23 letters that I had certified and sent
24 off -- I had notarized and sent off

1 certified to the attorneys wanting them
2 to address the appeal.

3 Q. Okay. You've got letters where
4 you tried to contact your attorneys and
5 you didn't get any response on that. Is
6 that what you're telling me?

7 A. That's exactly what I'm telling
8 you, and then I -- and then I had tried
9 to get the technical record so that I
10 could assist Mark Donahoe in filing my
11 Supreme Court Appeal and he didn't give
12 me one, so I filed my own brief and I
13 added my own appendix in there and in
14 that I challenged the change of venue as
15 well as my pro se motions that are
16 attached to my change of venue
17 affidavit.

18 Q. Again, Mr. Hall, that's all been
19 filed and it's all laying somewhere
20 where we can point out to Judge Morgan
21 if there's an irregularity, we can say,
22 Judge Morgan, look a here. Here's where
23 it is in the record 'cause you filed it.
24 I'm asking you is there anything of a

1 testimonial nature, that means coming
2 out of your mouth, anything else that
3 you need to tell the Court before I pass
4 you over to Mr. Earls 'cause he'll have
5 some questions for you?

6 A. Well, I'm not real happy about
7 how you're just going to throw a whole
8 bunch of testimony in there without me
9 explaining what it was. I think you're
10 grouping too many things together and
11 the Appellate Court will not consider
12 this stuff in a lump sum because you're
13 -- you're creating a large record
14 without stating what this stuff is.

15 Q. Okay. All right. Well, you're
16 going to have to trust me on some things
17 and you may be right. I'm -- the only
18 perfect man there ever was they strung
19 Him up on a cross and I'm certainly not
20 Him, but other than that -- of a
21 testimonial nature, is there anything
22 else you've got to say before I pass
23 you?

24 A. I never premeditatedly killed

1 Billie Hall.

2 Q. I think that's an excellent way
3 to stop.

4 MR. BUCHANAN: Pass the witness,
5 Your Honor.

6 WITNESS: I'm not -- I've still
7 got other things to say.

8 THE COURT: The General can ask
9 at this time. Go ahead, General.

10 WITNESS: Do you mean I don't
11 get to question myself about different
12 things where I can point out --

13 THE COURT: Mr. Hall --

14 WITNESS: -- the inconsistencies
15 in other people's testimony?

16 THE COURT: Mr. Hall, your
17 Counsel has asked you questions and
18 you've responded. He's given you
19 opportunity several times now to respond
20 further with testimony. There are
21 several things that he's alluded to that
22 you'll have to discuss with him and
23 trust him at this point. At this point
24 in time your attorney has passed you as

1 a witness to the State and the State
2 will ask you questions and you will
3 respond to the questions. Then your
4 attorney will have an opportunity to
5 question you further if he feel
6 appropriate.

7 General Earls, you may ask.

8 WITNESS: I still think that I
9 have a right to be heard.

10 THE COURT: Mr. Hall, follow my
11 directive. General Earls will ask now.
12 Go ahead, General.

13 **CROSS EXAMINATION**

14 **BY GENERAL EARLS:**

15 Q. Mr. Hall, you've complained
16 because complained because you didn't
17 have a Preliminary Hearing. Is that
18 correct?

19 A. On the kidnapping charge, yeah.

20 Q. You weren't convicted of
21 kidnapping, were you?

22 A. No, but those witnesses were
23 relevant.

24 Q. It doesn't matter then, does it?

1 A. Sure it does because they
2 ordered the Preliminary Hearing
3 transcripts on the waiver deal of that.
4 It's a pattern of them creating
5 fraudulent records.

6 Q. You did have a Preliminary
7 Hearing on a murder charge. Is that
8 correct?

9 A. Yeah, but they really didn't use
10 competent evidence as their prima facia
11 determination of probable cause.

12 Q. Now, you were asked on direct
13 did you ever want to change venue. Your
14 response was no, but isn't it true that
15 you're the one that asked for it?

16 A. Can I see that document?

17 Q. Yes, sir.

18 (Document passed to
19 witness.)

20 A. Now what is your question about
21 this?

22 Q. Did you not file that Motion for
23 Change of Venue and sign it yourself?

24 A. Have you ever heard the term --

1 Q. No, sir.

2 A. -- express or implied --

3 Q. Answer my question.

4 A. -- consideration?

5 Q. Did you sign that Motion for a
6 change of venue that you filed yourself?

7 A. Like I said, it has express or
8 implied considerations that if I
9 would've -- that -- this case -- here,
10 let me read -- under Line A. "This case
11 has drawn such widespread publicity,
12 that prejudice against the defendant is
13 so great that the defendant cannot
14 obtain a fair and impartial trial in the
15 district --"

16 Q. But you asked --

17 A. "-- or division where the case
18 is pending." That's the 26th Judicial
19 District. That's Madison --

20 Q. You personally asked Judge LaFon
21 for a change of venue, didn't you?

22 A. (No response.)

23 Q. Didn't you?

24 A. He never even heard this Motion.

1 Q. Did you ask for it or didn't
2 you?

3 A. Out of the district. Look at --
4 look at the express and implied
5 consideration.

6 Q. I'll pass you another document.

7 (Document passed to
8 witness.)

9 GENERAL EARLS: Your Honor, I'd
10 ask that this be made an exhibit to his
11 testimony.

12 A. Do you have another one just
13 like that?

14 THE COURT: Just one moment.
15 Give the Court Reporter a moment to mark
16 it and would that be Exhibit 14?

17 COURT REPORTER: Sixteen.

18 THE COURT: Sixteen. It's
19 marked now?

20 (Exhibit No. 16 was duly
21 marked.)

22 THE COURT: You may proceed.

23 A. That is not a consent form.

24 Q. Now --

1 A. That's a request for a hearing
2 that I never received.

3 Q. You testified the first thing
4 you knew about a change of venue was in
5 January of '97. You asked for it
6 yourself in '95.

7 A. It was never granted. I never
8 had a hearing on it.

9 Q. Now --

10 A. And I told you I didn't want --
11 that -- that -- that has my express or
12 implied intent written in it --

13 Q. Now --

14 A. -- out of the district. Can you
15 understand that?

16 THE COURT: I instruct the
17 witness not to ask questions of the
18 State. The State's not testifying. The
19 witness is to respond to questions.

20 A. I understand, Your Honor.

21 Q. You were asked on direct whether
22 or not your attorneys talked to you
23 about your testifying at trial. Is that
24 correct?

1 A. Yes.

2 Q. And they did discuss that with
3 you, didn't they?

4 A. Not in very much detail.

5 Q. As a matter of fact Judge LaFon
6 discussed it with you, didn't he?

7 A. He asked --

8 Q. And he told you you had the
9 right to testify, didn't he?

10 A. (No response.)

11 Q. Didn't he?

12 A. Yes, but I also wanted to --

13 Q. And you refused to testify,
14 didn't you?

15 A. No. You -- if you look at the
16 record, I didn't say anything and he
17 said, "Move it along."

18 Q. Was your response, "I will
19 testify if you will take the eagle off
20 the flag?"

21 A. No, sir. I said testify if the
22 war flag is removed.

23 Q. And you --

24 A. I went to school and the flag

1 was --

2 Q. And you refused --

3 A. -- red, white and blue. They --
4 they never flew a gold braided American
5 flag in -- in -- any school that I went
6 to and pledged the allegiance to, not --
7 nor on the Tennessee flag.

8 Q. You refused to testify even
9 though the Judge made it clear you could
10 do that, and your attorneys told you you
11 could.

12 A. There's nothing in the statute
13 that says that there's suppose to be a
14 gold braid on it for the jurisdiction of
15 the court. That's why I -- I'd say it's
16 a badge of fraud.

17 Q. And you knew that the defense
18 that you were pursuing was to -- for
19 lesser-included offenses based upon
20 intoxication, didn't you?

21 A. They basically ruined the
22 intoxication defense whenever Judge
23 LaFon instructed the jury that it was
24 irrelevant for the culpable mental

1 state, and that's a structural error --

2 Q. You knew that your defense --

3 A. -- pursuant to Boling v State,
4 18 Southwest 3d.

5 Q. You knew that your defense was
6 intoxication and that you were hoping to
7 get lesser-included, didn't you?

8 A. (No response.)

9 Q. You knew that.

10 A. Yes, sir. I was also hoping to
11 get a fair shake.

12 Q. The only way you could know that
13 is if somebody explained it to you and
14 that was your defense lawyers. Right?

15 A. Why? I've read law books. I
16 know it -- like I said, the psychiatrist
17 already testified I understood the legal
18 proceedings against me. Jesse Ford and
19 them hardly gave me any type of
20 counseling. They basically criticized
21 me most of the time.

22 Q. Now, Mr. Hall, it's been brought
23 out that no proof was introduced about
24 Billie assaulting you, was it?

1 A. No, there isn't.

2 Q. Now, your story to Dr. Caruso
3 and Dr. Auble was that you started that
4 incident on the night of the murder.
5 All she did was ask if you're going to
6 beat me. Is that right?

7 A. I -- I reviewed that audiotape
8 that you showed and there's half of that
9 bedroom -- the mess in that bedroom I do
10 not have an answer for that -- what went
11 on in that bedroom.

12 Q. My question was --

13 A. Somebody's tampered with that
14 evidence.

15 Q. She never touched you that
16 night, did she?

17 A. (No response.)

18 Q. She didn't assault you that
19 night, did she?

20 A. I never told anybody that she
21 did. I don't remember.

22 Q. She was not the primary
23 aggressor, was she? She was not the
24 first aggressor.

1 A. As far as physical, no.

2 Verbally, yes. I went there with good
3 faith in an attempt to try to talk to
4 her about what was going on.

5 Q. To reconcile?

6 A. To try to reconcile with Billie
7 was --

8 Q. Then --

9 A. -- was an ultimate goal. It was
10 not -- it was not a necessity that
11 night. I wanted to be husband and wife
12 with Billie, but I knew that -- that
13 after the fight that we had the day
14 before that there was no way that Billie
15 was ready to reconcile and let us move
16 back in husband and wife as we were.

17 Q. Now, so when Mr. Dutton
18 testified that you went there with the
19 intent to reconcile, that testimony is
20 true.

21 A. That -- that's a basic guess on
22 his -- any -- anytime you've got a
23 husband and a wife, most people think,
24 okay, we're -- we're going to reconcile.

1 Like I said, that was really secondary.
2 I -- I -- like I said, I wanted to
3 reconcile with my wife all along, but I
4 knew that it wasn't going to happen that
5 night. Chris Dutton's a liar. He had
6 17 felony criminal convictions and you
7 only put on like he only had like five
8 or six in the transcript is what it
9 indicates. You weren't forthcoming and
10 I never -- and -- and -- and Jesse Ford
11 never even let me know that Chris Dutton
12 was going to testify until he come up on
13 the stand.

14 Q. It was pointed out at trial that
15 he was a convicted felon, wasn't it?

16 A. Yeah, but he only admitted to
17 about five criminal convictions.

18 Q. And isn't it true that your
19 lawyers cross-examined your children
20 about what you did that night, didn't
21 they?

22 A. My children do not have a sound
23 recollection and, in fact, if you look
24 at the --

1 Q. Sir --

2 A. -- witness statements from --

3 Q. Did they cross-examine --

4 A. -- Brian Byrd, they do not --

5 Q. -- your children or not?

6 A. -- they are inconsistent

7 statements all through the trial --

8 Q. They cross-examined your

9 children, didn't they?

10 A. If you call that cross-examining

11 'em.

12 Q. And they --

13 A. My kids told -- told the jury

14 that I never even took care of 'em.

15 Q. And they did that at the

16 response to questions asked by your

17 lawyer whether or not you were a good

18 father, didn't they?

19 A. Before July 29th my children

20 loved -- they thought the world of me.

21 Q. Before you killed their mother?

22 A. I ended Billie's life, but it

23 was not intentional.

24 Q. Now --

1 A. And, yes, I have a whole lot
2 more remorse than you'll ever know.

3 Q. Your lawyers cross-examined your
4 daughters about what kind of father you
5 were and they denied that you were a
6 good father, didn't they?

7 A. They were coached.

8 Q. I take that to be a yes?

9 A. That's what they testified to,
10 but that's not the truth. You know it.
11 I know it.

12 Q. You were asked on direct whether
13 anyone was called to testify to anything
14 you said at the bar. Is that correct?

15 A. (No response.)

16 Q. The Pearsons? Is that right?

17 A. Yeah.

18 Q. Did anybody at trial ever say
19 you did say anything at the bar?

20 A. No, but from what I understand
21 they didn't even show the jury the
22 pictures I -- I -- from what I
23 understand the pictures of the crime
24 scene that was submitted to the jury

1 don't even show the beer bottles--so that
2 -- that -- that the crime scene pictures
3 don't accurately depict so the jury
4 couldn't think of -- there was nothing
5 shown that there was any intoxication
6 there and then you argued that I was
7 stupid.

8 Q. My question to you was no one
9 ever did accuse you of saying anything
10 at the bar at trial, did they?

11 A. Nobody -- well, there -- there's
12 written statements that somebody said
13 that I said something.

14 Q. During the trial did any witness
15 testify that you said anything at the
16 bar?

17 A. No.

18 GENERAL EARLS: That's all I
19 have.

20 **RE-DIRECT EXAMINATION**

21 **BY MR. BUCHANAN:**

22 Q. Did your lawyer ever ask the
23 jury any questions when he was
24 qualifying them about manslaughter?

1 A. (No response.)

2 Q. I'm not talking about second
3 degree. I'm talking about manslaughter.

4 A. Would you repeat that question?

5 Q. Do you remember your lawyers
6 ever asking the jury -- when they were
7 asking the jury questions, do you
8 remember them ever asking them anything
9 about manslaughter?

10 A. They asked -- they asked them if
11 they could consider lesser-included
12 offenses, some of 'em I think, in the
13 individual voir dieres.

14 Q. Okay.

15 A. But I also got a jury of 11
16 women and one black man.

17 Q. Okay. All right.

18 A. And I had no say in who was
19 there -- who got to be picked. They
20 controlled everything.

21 Q. Okay. You think you remember
22 them talking about some lesser-included
23 but you don't remember which ones? Is
24 that what you're telling me?

1 A. You mean what lesser-included
2 offenses?

3 Q. What lesser-included offenses.
4 Yes, sir.

5 A. Just off the top of my head I've
6 got to say that they asked -- I don't
7 know if they asked every juror, but they
8 asked the jurors, "Would you be able to
9 keep an open mind to lesser-included
10 offenses?"

11 Q. Mr. Hall --

12 A. I don't know if they specified
13 manslaughter or not.

14 Q. I understand that. I understand
15 that. Well --

16 A. I'd have to look at the
17 transcript --

18 Q. The record will speak for
19 itself. We'll just leave it at that.
20 Okay?

21 A. All right.

22 Q. Was there evidence available to
23 show that you had been a good father, a
24 caring father, a nurturing father? Was

1 that evidence available at the time of
2 trial?

3 A. Yes. I even tried to get some
4 records from -- from out in the shed
5 because the jail wouldn't let me keep a
6 lot of my papers --

7 Q. Do you know --

8 A. -- so I couldn't show that to
9 the attorneys and I had thought that
10 they were going to call Sarah Fowler to
11 demonstrate some different things.
12 There was a whole bunch of witnesses
13 that they never called.

14 Q. Please listen to me. I'm
15 referring to that part of the cross-
16 examination where Mr. Earls was asking
17 you about your children saying that, you
18 know, you were less than a stellar
19 father. My question is, did the kinds
20 of things that we put up here showing
21 you taking care of the child that had
22 the cystic fibro --

23 A. Cerebral palsy.

24 Q. -- cerebral palsy, excuse me,

1 cerebral palsy, and things of that
2 nature, was that available to them had
3 they talked to anybody in your family at
4 the time of your trial?

5 A. I'm sure there was, yes.

6 Q. Do you know any reason in the
7 world why it wasn't presented to show
8 that either the children weren't telling
9 the truth or that they were mistaken or
10 that they had forgotten that you had, in
11 fact, done some pretty good father
12 nurturing?

13 A. Repeat that question.

14 Q. I said do you know of any reason
15 why they would not present that to show
16 that the children's memory was either
17 wrong or that there -- or they were
18 mistaken or something? Do you know any
19 reason why your lawyers wouldn't have
20 put that on?

21 A. The words that comes to mind is
22 perfunctory performance. That's what
23 they showed me. That's what they did.
24 They didn't care. They -- they -- they

1 showed me no -- no care. They -- they
2 gave -- anything that I tried to whisper
3 in their ear -- they -- they would not
4 ask the questions that I wanted to ask.
5 They -- you know --

6 Q. Okay.

7 A. -- I could've impeached those
8 children and I didn't mean to impeach
9 them. I would've recalled their
10 memories -- like they said that I never
11 took them to the lakes and stuff like
12 that, and she's got -- I've given April
13 Higuera tapes of where I took the
14 children out to the lakes to show my mom
15 where we used to live and that we used
16 to visit the lakes. I used to take the
17 girls swimming there. I even -- I even
18 saved Jenny's life one time --

19 Q. All right. Let me ask you this.

20 A. -- when she was swimming out
21 there in the lake.

22 Q. There are some things about the
23 children's testimony that you would have
24 been able to clarify and point out to.

1 the court wasn't consistent. Isn't that
2 right?

3 A. I would've been able to show
4 that my children were -- did not
5 understand the nature of their oath.
6 They were not competent to testify, yes.

7 Q. And what would you have been
8 able to testify to that you thought
9 would show that some of the things they
10 were saying was inconsistent or not
11 true?

12 A. Okay. For example, they claimed
13 that I barricaded the bedroom door with
14 the vacuum cleaner and the sewing
15 machine.

16 Q. And did you ever?

17 A. No. I did not.

18 Q. And how would you have made it
19 clear to the jury that they were
20 mistaken about that?

21 A. Well, they never showed me the
22 crime scene video.

23 Q. One -- your lawyers never showed
24 you the video you saw here this morning?

1 A. Not my trial lawyers, no. The
2 first time I saw it was when Larry
3 Gigcomb (spelled phonetically) showed it
4 to me and Larry Gigcomb (spelled
5 phonetically) showed me a different copy
6 than what April showed me the other day.
7 Larry Gigcomb (spelled phonetically)
8 showed me a tape that had a -- a --

9 Q. Okay.

10 A. -- big spot of blood --

11 Q. Okay.

12 A. -- down in the thing, and then
13 whenever we got this video --

14 Q. Mr. Hall --

15 A. -- this video doesn't show that
16 spot of blood.

17 Q. All right.

18 A. And I -- I -- and --

19 Q. All right. But my question is --

20 A. -- and it shows evidence
21 tampering.

22 Q. All right. I'm not talking
23 about evidence tampering. I'm talking
24 about what in the video or what do you

1 know of that you could've testified to
2 that would have shown that the girls
3 were either mistaken or that it couldn't
4 have happened the way they said it did
5 about the barricade?

6 A. At the time I wasn't aware of
7 what was on the videotape, so I wouldn't
8 have known.

9 Q. All right. Now that you've seen
10 the video what can you point out to the
11 Judge that had you been able to see the
12 video that you could've pointed out to
13 the children was inconsistent about
14 their testimony?

15 A. I could show that that video
16 shows that when you go into the bedroom
17 there's no sewing machine around,
18 there's no vacuum cleaner. See, the
19 children -- when me and Billie were
20 together -- the bedroom door does not
21 have a lock on it. So the children --
22 our bed -- the master bedroom had a bath
23 in it and -- and the children were
24 welcome to use our bathroom, the main

1 bathroom, at anytime they wanted to and
2 they'd come in our bedroom and they'd
3 just fly in. So we used the sewing
4 machine and the vacuum cleaner to slow
5 them down so that we knew that they were
6 coming in case if we were intimate or if
7 somebody was on the toilet or in the
8 bathtub, so that the children
9 automatically assumed that because they
10 couldn't get into the bedroom --

11 Q. That it was being blocked by one
12 of those things.

13 A. Yes.

14 Q. And you would have liked -- if I
15 can kind of move along here -- I think I
16 catch your drift. Tell me if I'm wrong.
17 You wished your lawyers had pulled that
18 video up and showed to the jury that
19 there apparently wasn't any vacuum
20 cleaner and apparently wasn't any sewing
21 machine close to that door. Is that the
22 long and short of what you're trying to
23 say?

24 A. Yes, and that there was no space

1 in between that doorway and that dresser
2 where me and Billie was fighting; that I
3 did not make a conscious effort to block
4 that door at all. It was just the way I
5 was standing and the girls come in and
6 whenever it hit my foot I removed my
7 foot and that's how the girls got in and
8 that's how Billie got out. There was no
9 attempt to barricade that.

10 Q. And you could've testified to
11 that.

12 A. I just testified now.

13 Q. Yeah, but, Mr. Hall, that wasn't
14 my question. My question was you
15 could've testified to that at the time.
16 Correct?

17 A. Yes, sir.

18 Q. One other thing. When you were
19 arrested in Bell County -- we've
20 tendered some documents to the Court and
21 there's one of them that's a Bell County
22 Law Enforcement Center Inmate Incident
23 Report and it says in there that you are
24 photographed with scratches and

1 abrasions all over your body, aren't
2 you?

3 A. Yes.

4 Q. Were those abrasions and -- and
5 there were abrasions to your upper back.
6 Correct?

7 A. To where?

8 Q. Abrasions to your upper back.
9 Correct? And on both your upper thighs.

10 A. I don't remember all of my
11 injuries. I remember having injuries to
12 my thighs.

13 Q. Okay.

14 A. I remember having a cut to my
15 left eye.

16 Q. Were those injuries sustained to
17 you by Billie afflicting them on you
18 during this altercation?

19 A. I have no recollection where I
20 got those injuries from.

21 Q. All right. But your attorneys
22 could have at least shown you were
23 picked up in that condition and you had
24 all those things on there if they would

1 have gotten ~~those pictures, would they~~
2 not?

3 A. Yes. I believe that record that
4 you're talking about even says that I
5 was unstable at the time of my arrest
6 which is one thing that I want -- that
7 Jeff could've shown. I also didn't have
8 shoes. I let -- see, they -- they led
9 the jury to believe that -- that there
10 was maps in the car. They didn't ask
11 the question, well, was the maps --
12 belonged to the owner of the car? They
13 said that, you know, there was clothes
14 in the car like I packed an overnight
15 bag, and, heck, I -- the clothes that
16 were in that car most of 'em didn't fit
17 me.

18 Q. Okay.

19 A. They weren't mine.

20 Q. All right. Now, I'll just ask
21 you one other --

22 A. So they misled the jury in that
23 fact, and they also told the jury that -
24 - that there was a -- Brian Byrd

1 inferred or implied that there was a
2 weight pin that you saw on that video
3 was used -- was used as a weapon. They
4 also implied a ashtray was used as a
5 weapon and they never told the jury that
6 I had wrecked the van.

7 Q. And you would have liked to have
8 testified and told the jury that no
9 weapon was used, no blunt instrument.
10 Is that fair to say?

11 A. I had -- I had a shed out there.
12 If I had the premeditated intent I
13 could've used any number of weapons --
14 tire iron -- I had about -- there was
15 tools -- it -- it --

16 Q. Did you make your attorneys
17 aware that there were mechanic's tools
18 and blunt objects out in that little
19 shed?

20 A. There was objects that --

21 Q. Jon, I'm not --

22 A. -- all over the house that
23 could've been used --

24 Q. Mr. Hall --

1 A. -- if I had premeditated --

2 Q. Mr. Hall --

3 A. -- this murder.

4 Q. Mr. Hall, my question is did you
5 make the attorneys aware that those
6 instruments were out there?

7 A. I probably assumed that they
8 thought -- that they knew I was a
9 mechanic, but, yeah, I think I did -- I
10 let 'em know that I worked out of that
11 shed and, yeah, there -- yeah, I did --
12 I did let 'em know that I had worked --
13 I had tools there.

14 Q. And you would've been glad to
15 tell the jury at the time that if you
16 would have premeditated this you
17 would've got you an instrument or a
18 blunt object out of that shed to do your
19 damage. You would've testified to that,
20 would you not?

21 A. I would have never taken an
22 instrument to Billie because then I
23 would have known what would happen.

24 Q. Well, that's my point. That's

1 my point, Jon, that you didn't because
2 you didn't intend to -- you didn't
3 premeditate to kill her. It was not
4 your intent when you went in there, was
5 it?

6 A. No. I wanted to make sure that
7 -- that we could work things out so that
8 the DHS wouldn't come and take -- 'cause
9 I knew Billie was going to be pissed and
10 -- and the reason why DHS got involved
11 was because of the July 11th Protection
12 Order here and I told the Judge what had
13 -- what happened and he told me to go to
14 the DHS. So I went to the DHS under J.

15 B. Johnson, Magistrate -- J. B.
16 Johnson's advice, and that was the worst
17 advice anybody could ever give.

18 Q. All right. Okay. Now my
19 question is, before I let you go, is
20 there anything else of a testimonial
21 nature that you need to tell the Judge
22 before I let you go?

23 A. All the stressors -- Billie lost
24 her job. I lost my job.

1 Q. We've got those in the record,
2 Mr. Hall, and I guarantee you there'll
3 come a time when some Judge will want us
4 to point those out and we'll do it.
5 Okay. But is there anything else of a
6 testimonial nature that you need to tell
7 the Court that we haven't got in a
8 document somewhere?

9 A. They said I had a lack of
10 remorse and I want to tell you what --
11 what I -- what reminds me of Billie now
12 to show you that I have remorse. When
13 me and Billie went on our six months
14 anniversary, we was at Jerry Brown's new
15 house and Billie was telling the people
16 out there, the Browns, that she liked
17 this song and it was by Tim McGraw, and
18 it goes "Please Don't Take the Girl." I
19 hear that song -- I'd never heard it
20 before until I was locked up, and now
21 that I've heard it that's exactly how I
22 feel.

23 MR. BUCHANAN: I understand.
24 Thank you, Mr. Hall.

1 RE-CROSS EXAMINATION

2 BY GENERAL EARLS:

3 Q. You were asked about injuries
4 you had in Texas. Isn't it true you
5 wrecked the family van?

6 A. Yes.

7 Q. And that was after you killed
8 Billie.

9 A. I didn't realize that I killed
10 her, but yes.

11 Q. And after you wrecked that van
12 you lay in the ditch and waited for
13 someone to come along and then you stole
14 their car, didn't you?

15 A. I told you I was in a heightened
16 paranoia because of all the police stuff
17 that was going on, and, see, that's why
18 I disconnected the phone, is because
19 Billie was a 911 dispatch. She was apt
20 to do that --

21 Q. Mr. Hall --

22 A. -- and -- and --

23 Q. -- it's a yes or no question.

24 A. -- she just --

1 Q. After you wrecked your van --

2 A. -- she made me nervous and --

3 and -- and --

4 Q. -- you laid in the ditch --

5 A. -- and I'd seen all these movies

6 about road cops that if you don't pay

7 the bribe --

8 THE COURT: Mr. Hall --

9 A. -- that they beat you up.

10 THE COURT: Mr. Hall, I'm going

11 to interrupt you a moment, please, if

12 you'll listen to me. Please respond to

13 the question. If the question and

14 response calls for an explanation you

15 can make it, but I'm telling you to

16 respond to the question. Now, General,

17 ask the question --

18 A. I'm trying to talk and then

19 whenever I try to say something and

20 explain to you why I feel the way I do -

21 -

22 THE COURT: Mr. Hall --

23 A. -- or how I feel or --

24 THE COURT: Mr. Hall --

1 A. -- you don't want to listen.

2 THE COURT: When I speak you
3 don't speak. Do you understand that?
4 Mr. Hall, do you understand that?

5 A. (No response.)

6 THE COURT: Mr. Hall, I'm going
7 to ask you one more time. Do you
8 understand what I'm saying?

9 A. I understand English. Yes, sir.

10 THE COURT: General, if you have
11 another question you can ask and the
12 defendant will respond.

13 Q. (By General Earls) You laid in a
14 ditch after you wrecked that van, didn't
15 you?

16 A. I don't know if I laid in that
17 ditch or not. As far as I know, as soon
18 as it wrecked I was -- I had such an
19 adrenaline rush -- you know -- from the
20 time that Billie pissed me off I had
21 such an adrenaline rush that a lot of
22 things are a blur to me. I -- I don't -
23 - you know -- I don't even know how the
24 van wrecked.

1 Q. After you wrecked that van isn't
2 it true that you stole someone else's
3 van when they stopped to help you?

4 A. Objection. Due process
5 violations. I've never been convicted
6 of that.

7 Q. Did you take someone else's car
8 or not?

9 A. (No response.)

10 THE COURT: I would instruct the
11 witness to answer the question.

12 MR. BUCHANAN: Judge, could I
13 interpose an objection to relevancy? It
14 never came up at the trial. It wasn't
15 part of the trial record and I don't see
16 what --

17 GENERAL EARLS: It's showing the
18 source of these injuries that they
19 brought out coming up in Texas, Your
20 Honor.

21 THE COURT: I'm going to
22 instruct that he answer the question.

23 MR. BUCHANAN: I think I agree
24 with that.

1 THE COURT: Go ahead. Answer
2 the question.

3 A. Could you repeat the question?

4 Q. After you wrecked the van you
5 took someone else's car when they
6 stopped to help you, didn't you?

7 MR. ELLIS: Your Honor, I am
8 going to object on this line, though.
9 If he wrecked -- it's fine that the
10 Counsel's point -- the General's pointed
11 out that he wrecked the van, but the
12 fact that he stole somebody else's car
13 unless he's --

14 A. It has nothing to do with --

15 MR. ELLIS: -- he can argue that
16 it was the van that caused the injuries.
17 I think after that point it's -- the
18 relevancy is gone.

19 THE COURT: General, you've
20 heard what Mr. Ellis says. Do you want
21 to comment further?

22 GENERAL EARLS: Your Honor, I
23 think it's relevant to show the source
24 of these injuries that he took someone's

1 car, took it from them physically and --

2 THE COURT: I'm going to direct
3 the witness to answer the question.

4 A. I bumped into an empty car.
5 Well, what I had thought was an empty
6 car. I didn't force anybody out of the
7 car --

8 GENERAL EARLS: That's all I
9 have.

10 A. -- at the time I took it.

11 GENERAL EARLS: That's all I
12 have.

13 MR. BUCHANAN: No further
14 questions, Your Honor.

15 (WITNESS EXCUSED.)

16 * * *

17 MR. BUCHANAN: We rest subject
18 to rebuttal, Your Honor.

19 **RESPONDENT'S PROOF**

20 GENERAL EARLS: Your Honor, the
21 State would ask to make certain
22 documents exhibits. I've already shown
23 Counsel.

24 MR. BUCHANAN: We have no

1 objection, Your Honor.

2 GENERAL EARLS: From the Middle
3 Tennessee Health Institute, one being a
4 Court Order to do an evaluation there
5 and the results of that. Also, the
6 results from Dr. Zager -- the results of
7 her evaluation.

8 THE COURT: Are these separate
9 exhibits or collective exhibits?

10 GENERAL EARLS: We can make them
11 separate unless the Court has a --

12 THE COURT: Let the Court
13 Reporter mark those two exhibits, noting
14 no objection from Defense.

15 (Exhibit Nos. 17, 18,
16 19, and 20 were duly
17 marked.)

18 THE COURT: Okay, General.

19 GENERAL EARLS: We'd also move,
20 if no objection, to a transcript of a
21 Motion Hearing heard on November the
22 8th, 1995 -- motions in the underlying
23 prosecution, Your Honor.

24 THE COURT: Mr. Buchanan, you've

1 looked at that?

2 MR. BUCHANAN: Yes, sir. No
3 objection.

4 THE COURT: Okay. Let it be
5 marked the next exhibit.

6 (Exhibit No. 21 was duly
7 marked.)

8 THE COURT: Let me ask a
9 question, too, just to refresh my
10 recollection. At the prior hearings
11 we've had regarding the post-conviction,
12 the trial transcript was -- a copy of it
13 was made an exhibit, was it not?

14 MR. BUCHANAN: That's correct.
15 Yes, sir. That was the first exhibit, I
16 believe.

17 THE COURT: And that was a copy.
18 Okay. Go ahead, General.

19 GENERAL EARLS: Your Honor, at
20 this time, and I've already talked with
21 Counsel for the Petitioner on this, the
22 State's going to ask the Court to allow
23 it to have a continuance for this
24 reason. I've spoken with Larry Southard

1 who is a Forensic Coordinator at Middle
2 Tennessee Institute in Nashville and he
3 has the records of Middle Tennessee
4 Institute's Evaluation and Assessment on
5 Jon Hall for trial purposes. The reason
6 I need the Court to indulge me on that
7 continuance is I want Larry Southard to
8 review the documents that have been
9 testified to here today from Dr. Auble
10 and Dr. Carruthers (sic) about
11 Intermittent Explosive Disorder and see
12 what his assessment of that is. I
13 understand the Court has already talked
14 about this on one prior occasion, but I
15 would point out to the Court that the
16 date of these findings, Dr. Auble's was
17 August the 21st, the last interview she
18 had -- testing interview and the date on
19 -- I think it's Dr. Carruthers' (sic)
20 report has today's date on it. I've not
21 had opportunity to have any of the
22 State's experts review any of this and
23 I'd like that opportunity just to see
24 what -- how they would respond to it.

1 THE COURT: Well, there's been
2 no request for that prior to. You came
3 in today without any prior request or
4 discussion for disclosure at any point
5 in time to discuss what the State's
6 rights would be to get any of the
7 documents ahead of time for purposes of
8 review.

9 GENERAL EARIS: That's true and
10 if the Court's going to gig me on that
11 I'll take it, but, Your Honor, under
12 Rule 28 of the Tennessee Supreme Court
13 they expressly state that the Rules of
14 Civil and Criminal Procedure do not
15 apply and that you have to follow the
16 rules as they are expressly laid out in
17 Rule 28. The only discovery rule they
18 have is for the State to provide
19 discovery to the defendant. It's my
20 understanding of that Rule I wasn't
21 entitled to ask for it until --

22 THE COURT: Well, in conferring
23 -- the Defense has no -- I mean, the
24 Petitioner's side has no objection to

1 any of this. Is that correct?

2 MR. BUCHANAN: Whatever the
3 Court wishes to do is fine with us,
4 Judge.

5 THE COURT: Okay. Now, General
6 Earls, have you spoken to this
7 individual and you anticipate that they
8 would be looking at these documents and
9 reviewing same within a week's time or
10 ten days time or --

11 GENERAL EARLS: Well, I spoke
12 with Larry -- let me correct that. My
13 secretary spoke with him this morning.
14 They have those files but they've been
15 archived and he indicated it may take
16 two to three weeks to locate them. So
17 that's the problem there, and I've tried
18 to talk with him at lunch but he was out
19 of the office.

20 THE COURT: But you need those
21 files as opposed to just reviewing what
22 reports have been given to you today
23 from the Petitioner's side?

24 GENERAL EARLS: Correct.

1 THE COURT: And noting your
2 saying two or three weeks maybe to
3 locate them, you're talking about
4 passing this another couple of months to
5 continue this matter?

6 GENERAL EARLS: Well, at least
7 30 days, Your Honor.

8 THE COURT: And setting aside --
9 although Petitioner's rested, then
10 setting aside for an opportunity for you
11 to come in with possible testimony.

12 GENERAL EARLS: Yes, sir.

13 THE COURT: And you have nothing
14 to offer today as far as testimony.

15 GENERAL EARLS: Well, the only
16 testi -- not as far as the experts are.
17 That's correct.

18 THE COURT: But you have other
19 evidence I can hear today.

20 GENERAL EARLS: Uh --

21 THE COURT: That's what I'm
22 getting down to. Do you have anything
23 today from the standpoint of testimony?

24 GENERAL EARLS: Your Honor, the

1 only other testimony I would have had
2 would have been Mr. Ford, but I don't
3 think I need him with the stipulation on
4 those records. So what we're getting
5 down to is what these experts would say
6 when they review these records.

7 THE COURT: So the State is
8 saying they are limiting it -- you've
9 got an opportunity today to put on what
10 you have known this is scheduled for --

11 GENERAL EARLS: Correct.

12 THE COURT: -- and you're saying
13 if the continuance is granted then it'll
14 be for the sole purpose of any expert
15 testimony you may bring in as a result
16 of reviewing these documents.

17 GENERAL EARLS: That's right.

18 THE COURT: Let's take about a 5
19 or 10 minute -- 10 minute recess and
20 I'll get back with you.

21 (WHEREUPON, a recess was
22 had, after which the
23 following proceedings
24 were had:)

1 THE COURT: Gentlemen, I've
2 given some thought to the State's
3 request for the continuance for the
4 reasons stated. I think it's
5 appropriate and I would've been glad to
6 assist ahead of time with everybody's
7 cooperation on some information if you
8 could've looked at it in advance if we
9 would have had some agreement, but I
10 understand the State's request. There's
11 no opposition to it from the Petitioner,
12 so we've been looking at dates. It
13 looks like in an abundance of caution we
14 need to move it to November 4th. I'd
15 like to do it sooner, but I understand
16 that it could be some weeks before you
17 actually get the documents retrieved and
18 the review occurs. So I think that
19 should be a safe date. I understand
20 that Counsel is available on both sides
21 for November 4th. That is the date that
22 I had jury orientation at 8:00 o'clock
23 and that means that we can't start at
24 our usual 8:00 o'clock time, but we will

1 start at 9:30. In an abundance of
2 caution again, we might want to have
3 everybody here at 9:00 o'clock, have
4 your witnesses if there are going to be
5 witnesses here to testify live here at
6 9:00 o'clock, but certainly not 8:00
7 o'clock.

8 Do we need to put any type of
9 order down where we're agreeing to this,
10 state why and put the date or is
11 everybody satisfied just as is for the
12 reasons stated?

13 MR. BUCHANAN: I don't see any
14 problem with just we're having a recess
15 until November 4th at 9:00 o'clock.
16 We'll be here.

17 GENERAL EARLS: If the Court
18 wants one, I'll do one. Otherwise --

19 THE COURT: I'm comfortable with
20 y'all on this. It's just a continuation
21 of the case for the reasons stated. Mr.
22 Ellis?

23 MR. ELLIS: Your Honor, if we
24 could, though, before we break, we would

1 like to ask and I don't think Mr. Earls
2 is in opposition to make the technical
3 record of this case an exhibit for you
4 to review and also for any potential
5 appeal.

6 THE COURT: I think if you do
7 that are you not going to have to copy
8 it. You can't use the original? You're
9 going to have to make a copy of it.
10 Who's going to be responsible for doing
11 all that?

12 MR. BUCHANAN: Why don't I --
13 can't I just bring it back November 4th
14 and have it ready to go, Judge? I'll
15 get it done some time between now and
16 then.

17 THE COURT: You've got a copy of
18 everything where you can make your copy
19 from?

20 MR. BUCHANAN: I sure do.

21 THE COURT: Okay. That's fine
22 with me and y'all make it that day.
23 Does the State have any comment on that?

24 GENERAL EARLS: We're not,

1 obviously, not opposing the technical
2 records.

3 THE COURT: Is there anything
4 further that we can take up today in the
5 matter Jon Hall versus State of
6 Tennessee?

7 MR. BUCHANAN: No, sir.

8 GENERAL EARLS: No, sir.

9 THE COURT: Mr. Hall is waving
10 at me. Do you want to talk to Mr. Hall
11 for a moment?

12 MR. HALL: This Affidavit said I
13 filed November 1st -- the Affidavit that
14 I filed November 1st, 2001, and two
15 subsequent Affidavits, are those going
16 to be a part of the record as my
17 testimony because I wrote those down so
18 that there was specific testimony,
19 specific things that I wanted to do and
20 that's why I had typed all that stuff
21 up.

22 THE COURT: You'll need to ask
23 your attorneys now what they're putting
24 in. I can't give you a response because

1 I don't know at this point. Let me take
2 a moment --

3 MR. HALL: They've been marked
4 filed by the Court. All the things that
5 were marked filed by the Court --

6 MR. BUCHANAN: They are filed.
7 I'm satisfied they'll follow this case
8 from now on.

9 THE COURT: Okay. Sir, your
10 attorney's answered your question.

11 MR. HALL: The only thing is I
12 was wanting to give the State a chance
13 to rebut any of my Affidavits or
14 anything. I wanted to make sure it was
15 in the record properly and that those
16 are my statements whether or not I got
17 to give it on the stand or not.

18 MR. BUCHANAN: Yesterday I
19 supplied the other side that stuff.
20 I'll be more than happy -- if they
21 contact me between now and then if they
22 think they're missing something, I'll
23 give it to them and if they feel the
24 need to call Mr. Hall back.

1 THE COURT: The State can put
2 him on. General, do you agree with
3 that?

4 GENERAL EARLS: I object to the
5 Affidavits being made for substantive
6 record. If they're part of a Brief, I
7 don't have a problem with that.

8 MR. BUCHANAN: We just want them
9 filed in the record. They're not
10 substantive, but my point was since they
11 are filed -- and I think he has copies
12 of them. If he doesn't and he wants to
13 ask Mr. Hall about something on them,
14 it's okay with me if he calls him back.

15 MR. EARLS: That's fine, Your
16 Honor.

17 THE COURT: Thank you,
18 gentlemen.

19 MR. HALL: I sent the State
20 copies as well as the Court.

21 THE COURT: I'm sorry.

22 MR. HALL: I sent the State
23 copies as well as the Court and they
24 were marked filed and they were sent to

1 the attorneys and me, so I've got copies
2 of 'em marked filed.

3 THE COURT: Okay. Gentlemen,
4 anything further?

5 MR. BUCHANAN: No, sir.

6 THE COURT: I thank you both for
7 your presentations today and I'll see
8 you back on November 4th and in
9 anticipation we'll proceed to finalize
10 the matter that day.

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20 .END OF REQUESTED TRANSCRIPT OF THE POST

21 CONVICTION RELIEF HEARING

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EXHIBIT # 10

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IDENTIFIED AND AUTHENTICATED

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THIS THE 18th DAY OF

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July, 2003

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Kay B. Mung

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JUDGE

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EXHIBIT # 11

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Kay B. M...
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EXHIBIT # 12

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IDENTIFIED AND AUTHENTICATED

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THIS THE 18th DAY OF

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July, 2003.

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EXHIBIT # 13

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IDENTIFIED AND AUTHENTICATED

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THIS THE 18th DAY OF

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July, 2003.

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EXHIBIT # 14

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STATE TAX 34.85
CLKS. FEE \$1.03
RECORDING FEE 28.00
TOTAL FEE 63.88

PREPARED BY:
LAW OFFICE OF W. KENT JONES
Huntingdon, Tennessee 38344

FILED FOR RECORDING THE 10 DAY
OF April 1992 10:35A
NOTED IN NOTE BOOK 13 PAGE 359
RECORDED 259 PAGE 174-80

[Space Above This Line For Recording Data]

Register - Henderson County, Tenn

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on April 9, 1992
The grantor is

BILLIE JO HALL AND HUSBAND, JON DOUGLAS HALL ("Borrower"). The trustee is
THOMAS D. ENOCH, Paris, Tennessee 38242 ("Trustee"). The beneficiary is
LIBERTY FEDERAL SAVINGS BANK
which is organized and existing under the laws of the U.S.A., and whose address is
914 East Wood Street, Paris, Tennessee 38242

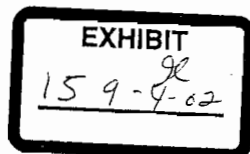
(Lender). Borrower owes Lender the principal sum of
THIRTY-TWO THOUSAND THREE HUNDRED AND NO/100----
Dollars (U.S. \$ 32,300.00). This debt is evidenced by Borrower's note dated the same date as this Security
Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on
May 1, 2017. This Security Instrument secures to Lender: (a) the repayment of the debt
evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other
sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of
Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably
grants and conveys to Trustee, in trust, with power of sale, the following described property located in
the 3rd Civil District, Henderson County, Tennessee:

FOR FULL AND COMPLETE DESCRIPTION OF PROPERTY, SEE EXHIBIT A
ATTACHED HERETO AND MADE A PART HEREOF IN FULL BY REFERENCE.

which has the address of Route #2, Box 152, East Pleasant Hill Lexington
[Street] [City]
Tennessee 38351 ("Property Address");
[Zip Code]

TENNESSEE -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 1965 (9012)

Form 3043 9/90 (page 1 of 6 pages)
Great Lakes Business Forms, Inc. ■
To Order Call: 1-800-530-9393 □ FAX 616-791-1131



for release see mae. BK36 page 487. this 31st day of march
1995. Jerry Phillips. Reg. 44

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the

periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

177

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times, without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Trustee shall give notice of sale by public advertisement in the county in which the Property is located for the time and in the manner provided by applicable law, and Lender or Trustee shall mail a copy of the notice of sale to Borrower in the manner provided in paragraph 14. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and under the terms designated in the notice of sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it. If the Property is sold pursuant to this paragraph 21, Borrower, or any person holding possession of the Property through Borrower, shall immediately surrender possession of the Property to the purchaser at the sale. If possession is not surrendered, Borrower or such person shall be a tenant at will of the purchaser and hereby agrees to pay the purchaser the reasonable rental value of the Property after sale.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.

23. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

24. Waivers. Borrower waives all right of homestead, equity of redemption, statutory right of redemption and relinquishes all other rights and exemptions of every kind, including, but not limited to, a statutory right to an elective share in the Property.

25. Maximum principal indebtedness for Tennessee recording tax purposes is

THIRTY-TWO THOUSAND THREE HUNDRED AND NO/100---

Dollars.

26. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

☐ Adjustable Rate Rider

☐ Condominium Rider

☐ 1-4 Family Rider

☐ Graduated Payment Rider

☐ Planned Unit Development Rider

☐ Biweekly Payment Rider

☐ Balloon Rider

☐ Rate Improvement Rider

☐ Second Home Rider

☐ Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it. IN WITNESS WHEREOF, Borrower has executed this Security Instrument.

Witnesses:

Billie Jo Hall (Seal)
BILLIE JO HALL - Borrower

Social Security Number _____

Jon Douglas Hall (Seal)
JON DOUGLAS HALL - Borrower

Social Security Number _____

_____ (Seal)
- Borrower

Social Security Number _____

_____ (Seal)
- Borrower

Social Security Number _____

STATE OF TENNESSEE,

CARROLL

County ss:

On this 9th day of April, 1992

J. P. [Signature]

, before me personally appeared

BILLIE JO HALL AND HUSBAND, JON DOUGLAS HALL

to me known to

be the person(s) described in and who executed the foregoing instrument, and who acknowledged the execution of the same to be their free act and deed. Witness my hand and official seal.

My Commission expires:

11-16-92

Robert P. [Signature] Notary Public

Form 3043 9/90 (page 6 of 6 pages)

EXHIBIT A/DEED OF TRUST
BILLIE JO HALL/LIBERTY FEDERAL SAVINGS BANK

BEGINNING on a concrete marker on the North side of the Pleasant Hill Cemetery Road and located 25 feet North of the center of this road and being in the W. T. Garner heirs West boundary line, and being the beginning most Southeast corner of the lot herein described; thence South 71 degrees 45 min. 00 sec. West 100.00 feet with the North side of this road; thence South 86 deg. 45 min. 00 sec. West 100.00 feet with the North side of this road to an iron pin being the Carlton O. Estes Southeast corner and being a Southwest corner of the lot herein described; thence with the Estes East boundary line, North 09 deg. 15 min. 00 sec. West 325.00 feet crossing a hollow and over a hill to an iron pin being Estes's Northeast corner and being the Northwest corner of the lot herein described; thence North 79 deg. 15 min. 00 second East 200.00 feet over a hill to a metal stake on the Garner heirs West boundary line and being the Northeast corner of the lot herein described; thence with the remnants of an old fence and the Garner heirs West boundary line South 08 deg. 56 min. 55 sec. East 325.05 feet back to the point of beginning, containing 1.52 taxable acres as surveyed on April 3, 1991, by Eddie Coleman, Jr., County Surveyor, Henderson County, Tennessee, L.L.S. #1140.

For title see Deed Book 60, page 91-93, Register's Office of Henderson County, Tennessee.

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EXHIBIT # 15

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IDENTIFIED AND AUTHENTICATED

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THIS THE 18th DAY OF

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July, 2003.

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JUDGE

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EXHIBIT # 16

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IDENTIFIED AND AUTHENTICATED

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THIS THE 18th DAY OF

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July, 2003.

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EXHIBIT # 17

IDENTIFIED AND AUTHENTICATED

THIS THE 18th DAY OF

July, 2003.

Ray B. Mays
JUDGE

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EXHIBIT # 18

IDENTIFIED AND AUTHENTICATED

THIS THE 18th DAY OF

April, 2003.

[Signature]
JUDGE

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EXHIBIT # 19

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IDENTIFIED AND AUTHENTICATED

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THIS THE 18 DAY OF

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July, 2003

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EXHIBIT # 20

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IDENTIFIED AND AUTHENTICATED

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EXHIBIT # 21

IDENTIFIED AND AUTHENTICATED

THIS THE 18 DAY OF

July, 2003.

Ray B. May Jr.
JUDGE

CERTIFICATE -

I, the undersigned, Judy Laster,
Court Reporter, do hereby certify that
the foregoing is a true, accurate and
complete transcript, to the best of my
knowledge and ability, of all the
proceedings had and evidence introduced
in the Post Conviction Relief Hearing,
in the Criminal Court of Madison County,
Tennessee, Division I, heard in Jackson,
Tennessee, on the 4th day of September,
2002.

I do further certify that I am
neither of kin, counsel nor interest to
any party hereto.

October 15, 2002

Judy Laster

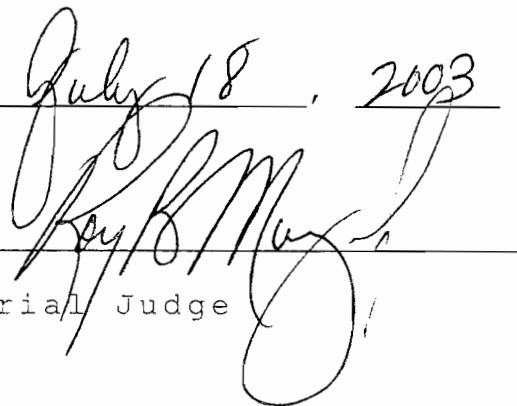
JUDY LASTER

Court Reporter

CERTIFICATE OF THE COURT

THIS WAS ALL THE EVIDENCE
INTRODUCED AND PROCEEDINGS HAD RELEVANT
TO QUESTIONS RAISED ON THIS POST
CONVICTION RELIEF HEARING.

The Petitioner hereby tenders
this his Transcript of the Post
Conviction Relief Hearing heard on
September 4, 2002, in the Criminal Court
of Madison County, Tennessee, Division
I, which is signed, approved and ordered
to be made a part of the record by the
Court.

July 18, 2003

Trial Judge